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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. September 18, 2012

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on September 11, 2012

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
Community Wellness Day  
Wichita Wagonmaster's Downtown Chili Cook-off  
Constitution Week
- Service Award:  
Bob Gress

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Ompal S. Chauhan - The copper pipe ordinance and continuing problems with copper theft.
2. Derrick Jackson - Excessive force from the Wichita Police Department.
3. James Mendenhall (ASKED TO BE REMOVED FROM THE PUBLIC AGENDA)

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**II. CONSENT AGENDAS ITEMS 1 THROUGH 22**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. **Public Hearing and Issuance for Industrial Revenue Bonds, Kansas Health Foundation.** (District I)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$7,000,000, and authorize the necessary signatures.

2. **2011/2012 HUD Consolidated Plan Annual Performance and Evaluation Report.** (Districts I, III, IV, and VI)

RECOMMENDED ACTION: Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

3. **Vendor Selection – Fire Apparatus Replacement.**

RECOMMENDED ACTION: Approve the selection of Pierce Manufacturing as the supplier of heavy fire apparatus for a one year term with options for four additional one year renewals; approve the project; adopt the bonding resolution; and authorize necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel expenses for Mayor Brewer to attend League of Kansas Municipalities Governing Body Meeting in Topeka, KS, October 7, 2012.

***(PULLED PER CITY MANAGER)***

2. *Approval of travel expenses for Mayor Carl Brewer and Vice Mayor Janet Miller to attend a business trade mission in Beijing, Zhengzhou, Kaifeng and Wuxi, China, October 12-23 and by invitation, an official visit to our Sister City in Kaifeng, China, October 15-21, 2012.*

RECOMMENDED ACTION: Approve the travel expenditures.

#### **IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

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(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 22)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated September 17, 2012.

- a. Board of Bids

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages: (NONE)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates

RECOMMENDED ACTION: Receive and file.

4. Statement of Costs:

- a. Façade for 1525 E. Douglas. Total Cost - \$466,346 (plus idle fund interest - \$8,319.61, plus finance administration - \$8,727.00, plus one year debt service reserve - \$46,200.00). Financing to be issued at this time - \$529,592.61 (766037/491-038).

RECOMMENDED ACTION: Approve and file.

5. Consideration of Street Closures/Uses.

- a. Community Events - Historic Midtown Walking Tour. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Supplemental Agreement No. 1- Douglas Block Parking Garage. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 1- Sanitary Sewer to an area along I-135 from English to Pawnee Phase III. (Districts I and II)
- b. Change Order No. 1- Storm Water Drain to serve Sierra Hills 2nd Addition, north of Pawnee, west of 143rd Street East. (District II)
- c. Change Order No. 4 - Tyler Improvement, between 21st Street and 29th Street. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of 9600 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, August 6, 2012

RECOMMENDED ACTION: Receive and file.

10. Utility Easement across City Owned Property at Auburn Hills Golf Course in the 400 Block of South 135th Street West. (District V)

RECOMMENDED ACTION: Approve the easement and authorize all necessary signatures.

11. Contracts and Agreements, August 2012.

RECOMMENDED ACTION: Receive and file.

12. Municipal Court Contract for the Collection of Court Obligations.

RECOMMENDED ACTION: Approve the contract with Gila Corporation, d/b/a Municipal Services Bureau and authorize the necessary signatures.

13. Proposed Assessment Rolls:

Proposed Assessment Rolls have been prepared for four (4) water projects, five- (5) sewer projects and four (4) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held October 8, 2012 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on September 21, 2012.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, October 16, 2012. Publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

14. Approval of offers for the 135th Street – Kellogg to Onewood Improvement Project. (District V)

RECOMMENDED ACTION: Approve the offers and authorize the necessary signatures.

15. 2013 Midwest Financial Investigations Task Force.

RECOMMENDED ACTION: Approve the agreements and authorize the appropriate signatures.

16. Floodway Crossing from I-235 By-pass to 13th Street. (Districts V and VI)

RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution, authorize construction and authorize the signing of County/State/Federal agreements and authorize the signing of encroachment/utility agreements as required.

17. Lift Station Removal and Sanitary Sewer Extension between Savanna at Castle Rock Ranch 7th Addition and Stonebridge 2nd Addition. (District II)

RECOMMENDED ACTION: Approve the project, adopt the resolution, and authorize the necessary signatures.

18. *Vendor Selection – Fire Apparatus Replacement.*

**(MOVED TO NEW BUSINESS IV-3 PER CITY MANAGER)**

19. Second Reading Ordinances: (First Read September 11, 2012)  
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

20. \*ZON2012-00021 – City zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") generally located south of 25th Street North and east of Salina Ave, 1212 West 25th Street North. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

21. \*VAC2012-00028 - Request to vacate a portion of a platted sewer easement; generally located on the east side of Oliver Avenue, south of 13th Street North. (District I)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

22. \*Board of Bids WAA.

RECOMMENDED ACTION: Receive and file report; approve contracts, and authorize necessary signatures.

**City of Wichita  
City Council Meeting  
September 18, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance for Industrial Revenue Bonds  
(Kansas Health Foundation) (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** The Kansas Health Foundation (“KHF”) is a Kansas Not-For-Profit corporation that was incorporated in 1978 and is a 501 (c) (3) private foundation. KHF is a health philanthropy dedicated to long-term strategies that will improve the health of all Kansans.

On June 5, 2012, the Wichita City Council approved a Letter of Intent to issue industrial revenue bonds in the amount not-to-exceed \$7,000,000 for the purpose of financing the cost of constructing a 36,000 square foot expansion to its existing facility located at 309 E. Douglas, in downtown Wichita. No ad valorem tax abatement is being requested in connection with the proposed bond issue. KHF is now requesting issuance of IRBs in an amount not-to-exceed \$7,000,000.

**Analysis:** Since 1985, KHF has disbursed over \$485 million in charitable, qualifying distributions in pursuing its mission. The expansion will serve as the new state-wide headquarters and training facility for the Kansas Leadership Center (“KLC”), a not-for-profit leadership training organization created by KHF in 2005, as well as a conference center for KHF functions. The new facility will include a mix of large and small meeting spaces as well as a “town hall” type meeting space capable of seating 200. The building has been designed to qualify for a LEED Gold Certification from the U.S. Green Building Council.

KLC expects to bring in 1,000 Kansans annually for leadership training programs, meetings and conferences.

An analysis of the sources and uses of project funds is:

Bond Proceeds	\$7,000,000
<u>Foundation Equity</u>	<u>\$1,600,000</u>
<b>Total Sources</b>	<b>\$8,600,000</b>
Project Construction	\$8,400,000
<u>Professional Fees/Cost of issuance</u>	<u>\$ 200,000</u>
<b>Total Uses</b>	<b>\$8,600,000</b>

**Financial Considerations:** The Kansas Health Foundation agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds.

The bonds will be placed privately with Intrust Bank. The cost/benefit analysis performed by the WSU Center for Economic Development and Business Research reflects the following benefit-cost ratios:

City of Wichita	1.34 to one
City General Fund	1.34 to one
City Debt Service Fund	1.34 to one
Sedgwick County	1.34 to one
State of Kansas	1.89 to one

**Goal Impact:** Economic Vitality, Quality of Life and Core Area Neighborhood. Providing tax-exempt financing to not-for-profit service providers ensures the community is being enhanced with the improvement of quality health and leadership services delivered; and promotes revitalization of the City's core area.

**Legal Considerations:** The law firm of Kutak Rock, LLP will serve as bond counsel in the transaction. All bond documents will be subject to review and approval as to form by the Law Department prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$7,000,000, and authorize the necessary signatures.

**Attachments:** Bond Ordinance

(Published in *The Wichita Eagle*, September 28, 2012)

**ORDINANCE NO. 49-347**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS REVENUE BONDS, SERIES IV, 2012 (KANSAS HEALTH FOUNDATION), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 FOR THE PURPOSE OF CONSTRUCTING AND ACQUIRING A FACILITY FOR NOT-FOR-PROFIT USE; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**WHEREAS**, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip certain facilities (as defined in the Act) for the promotion and advancement of health, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

**WHEREAS**, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and the State of Kansas that the Issuer issue its Revenue Bonds, Series IV, 2012, in the aggregate principal amount of not to exceed \$7,000,000 (the “2012 Bonds”), for the purpose of paying the costs of constructing and acquiring a facility for not-for-profit use through the promotion of health (the “Project”) as more fully described in the Indenture (as herein defined) and the Lease (as herein defined) and that the Issuer lease the Project to Kansas Health Foundation, a Kansas not-for-profit corporation (the “Company”); and

**WHEREAS**, the 2012 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2012 Bonds to execute and deliver (i) a Bond Trust Indenture dated as of October 1, 2012 (the “Indenture”), with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2012 Bonds; (ii) a Lease Agreement dated as of October 1, 2012 (the “Lease”), with the Company in consideration of payments of Lease Payments (as defined in the Lease) and other payments provided for therein, (iii) a Bond Placement Agreement dated as of October 1, 2012 (the “BPA”), with INTRUST Bank, N.A., as purchaser of the 2012 Bonds, (iv) an Administrative Service Fee Agreement between the Issuer and the Company, and (v) an Easement Agreement between the City and the Company (collectively, the “Bond Documents”); and

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Authority to Cause the Project to be Constructed and Acquired.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed and acquired all in the manner and as more particularly described in the Indenture and the Lease.

**Section 2. Authorization of and Security for the 2012 Bonds.** The Issuer is hereby authorized and directed to issue the 2012 Bonds, to be designated “City of Wichita, Kansas, Revenue Bonds, Series IV, 2012 (Kansas Health Foundation),” in the aggregate principal amount of not to exceed \$7,000,000. The 2012 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2012 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2012 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

**Section 3. Lease of the Project.** The Issuer shall cause the Project to be leased to the Company pursuant to and in accordance with the provisions of the Lease in the form approved herein.

**Section 4. Execution of 2012 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the 2012 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2012 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

**Section 5. Pledge of the Project and Net Revenues.** The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the 2012 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the 2012 Bonds shall be deemed to have been paid within the meaning of the Indenture.

**Section 6. Further Authority.** The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and

instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2012 Bonds and the Bond Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

**Section 7. Effective Date.** This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

[Remainder of page intentionally left blank]

**PASSED** by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on September 25, 2012.

CITY OF WICHITA, KANSAS

(Seal)

By \_\_\_\_\_  
Carl Brewer, Mayor

Attest:

By \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

By \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**Agenda Item No. IV-2**

**City of Wichita  
City Council Meeting  
September 18, 2012**

**To:** Mayor and City Council

**Subject:** 2011/2012 HUD Consolidated Plan Annual Performance and Evaluation Report  
(Districts I, III, IV and VI)

**Initiated By:** Housing and Community Services Department

**Agenda:** New Business

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**Recommendation:** Close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

**Background:** The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2011-12 CAPER documents the activities undertaken during the program year beginning July 1, 2011 and ending June 30, 2012 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME), American Recovery and Reinvestment Act of 2009 (ARRA) and the Emergency Shelter Grant (ESG) programs.

**Analysis:** During the reporting period, residents of the City of Wichita received direct benefits from expenditure of CDBG, HOME, ARRA and ESG funds. Neighborhood Improvement Services provided grants and loans to assist 323 households through the Home Repair Program and 13 neighborhood clean-ups were conducted. Public Service agencies received funds to assist 149 youth with summer employment and 4,068 youth participated in after school recreation and enrichment programs. The women's shelters served 548 women and children who were victims of domestic violence. The HOME program assisted 40 first-time homebuyers with down payments and closing costs and assisted in the development of 18 new construction units. The ESG program served 4,639 persons by providing short-term shelter, case management and other services to the homeless and victims of domestic abuse. ARRA funds were fully expended and closed out during this program year. The ARRA program which began in 2009 provided funds to replace 159,696 square feet of hazardous sidewalk, to improve the facades of ten small businesses, and to assist a total of 656 households to prevent homelessness or to become stably housed.

The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to its submission to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Wichita Eagle on August 31, 2012, advising that public comments would be accepted through September 15, 2012. Notice was also published in The Community Voice on September 6.

The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library. No comments were received.

**Financial Consideration:** The total expenditures for the July 1, 2011-June 30, 2012 program year were \$4,641,636: \$2,523,206 for the CDBG program; \$63,980 for HOME Investment Partnerships program; \$1,932,616 for ARRA, and \$121,834 in the ESG program.

**Goal Impact:** Programs funded with CDBG, HOME, ARRA and ESG grants support Safe and Secure Community, Economic Vitality and Affordable Living, Quality of Life and Dynamic Core Area and Vibrant Neighborhoods goals.

**Legal Consideration:** The Law Department has reviewed and approved as to form the Consolidated Annual Performance and Evaluation Report.

**Recommendation/Actions:** It is recommended that the City Council close the Public Hearing, approve the Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

**Attachments:** None.

**City of Wichita  
City Council Meeting  
September 18, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Vendor Selection – Fire Apparatus Replacement (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** ~~Consent~~ *New Business*

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**Recommendations:** Approve the capital project, the bonding resolution, and the vendor selection.

**Background:** The Fire Department heavy equipment fleet consists of thirty-seven pieces of equipment, including five aerial platforms, eighteen engines (pumpers), seven quints, one heavy rescue, two mobile air trucks, one tender, one hazardous materials truck, one command vehicle, and one rehabilitation vehicle. In addition, to ensure service readiness at all times, accommodate training needs, and maintain the City's fire insurance (ISO) rating, the fleet also includes four reserve apparatus, for a total of forty-one fire heavy apparatus. With an average service life ranging from 10 to 15 years, several pieces of equipment must be replaced each year in order to maintain fire protection capabilities and keep the fleet current.

**Analysis:** The vendor proposed to provide heavy fire apparatus to the City was selected through a Request for Qualifications (RFQ)/Request for Proposals (RFP) process.

The following elements were examined during the RFQ process: dealer information, manufacturer information, and maintenance/service, with the ultimate goal to identify firms with robust capabilities in all three areas. Six responses were received and the screening and selection committee shortlisted the respondents to three for further evaluation and interview. The teams of Conrad/Pierce, Firefox/KME and Weis/E-One were chosen based on the size and strength of the manufacturer and dealership and the attainment of certifications demonstrating high quality standards in the manufacturing process.

The three teams were interviewed by members of the screening and selection committee. The committee used the following criterion to compare and contrast the vendors and their proposals: specification criteria, including spare parts procurement/distribution and adequate manufacturing facilities; maintainability and life cycle costing, including easy access to the engine and major mechanical components, and the maintainability and repair of body and substructures; product quality and support, including standard and extended warranties and quality assurance practices; delivery schedule; management plan and manufacturing capability, including adequate staffing and technical approach/plan/schedule; and price proposal.

The team of Conrad/Pierce was unanimously selected by the committee (8-0) based on their superior rankings in safety features of the apparatus, availability of parts and support, warranty coverage, and mechanical aspects of the apparatus. Conrad/Pierce met the proposal specifications with their base proposal and was very engaged in the presentation. The other potential vendors either did not address all of the specifications in their proposal, presenting an artificially low price, or were not as highly engaged in the presentation process.

Apparatus pricing varied between the vendors. Proposed prices for the engines were: E-One \$465,674, KME \$540,270, and Pierce \$596,726. Proposed prices for the trucks (100’ aerial platforms) were: E-One \$898,602, KME \$956,516, and Pierce \$1,021,396. Although the pricing on the Pierce units is higher, the Conrad/Pierce team proposed equipment that meets the needs of the Fire Department, while also providing a high level of support both during and after the proposal process.

The Adopted 2011-2020 Capital Improvement Program (CIP) includes funding each year to replace heavy fire apparatus. The amounts budgeted each year and the planned purchases are summarized in the table below.

Purchase Year	Budget Year	Budget	Apparatus to be Purchased
2013	2011-2013	\$ 8,157,000	Nine engines, one truck
2014	2014	\$ 2,690,000	Three engines
2015	2015	\$ 4,490,000	Two engines, one truck, one heavy rescue
2016	2016	\$ 3,710,000	Two engines, one truck, one air and light
2017	2017	\$ 2,580,000	Three engines
Five-year totals		\$21,627,000	24 apparatus

**Financial Considerations:** The CIP includes \$2.47 million in 2011, \$2.827 million in 2012, and \$2.86 million in 2013 for the purchase of fire apparatus and related supplies and equipment required to place the apparatus into service. Total funding over the three year budget period is \$8.157 million. The funding source is General Obligation bonds. Future years’ appropriations and bonding will be subject to future Council approvals.

**Goal Impact:** Replacement of fire apparatus supports the Safe & Secure Community Goal. The new equipment will increase citizen perception of safety, and maintained and/or improved response time to public safety incidents. Standardization of equipment supports the Internal Perspective by reducing operating and maintenance costs.

**Legal Considerations:** The Law Department has approved the bonding resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the selection of Pierce Manufacturing as the supplier of heavy fire apparatus for a one year term with options for four additional one year renewals; approve the project; adopt the bonding resolution; and authorize necessary signatures.

**Attachments:** Bonding resolution, CIP sheet.

**RESOLUTION NO. 12-214**

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AUTHORIZING AND PROVIDING FOR THE ACQUISITION AND FINANCING OF THE IMPROVEMENTS IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 12-1736 and 12-1737(c) the City of Wichita, Kansas (the “City”) is authorized to issue general obligation bonds for the purpose of paying the cost of construction, purchase or improvement of any public improvement; and

WHEREAS, the City desires to purchase replacement heavy fire equipment and related rescue and personal protective equipment to make the new trucks operational.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1.** It is hereby found and finally determined to be advisable to acquire certain fire-fighting equipment, specifically aerial platforms, hazardous materials, pumpers, quints, and air and light trucks; and related smaller equipment (collectively, the “Equipment”) necessary to make the vehicles functional for their mission of providing public safety, and to provide compatible personal protective equipment.

**SECTION 2.** It is hereby found that the estimated or probable cost of the Equipment, together with any related costs, including costs of design, delivery and/or installation, is not to exceed \$8,157,000, exclusive of the costs of interest on borrowed money; the cost of the Equipment shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$8,157,000, exclusive of the costs of interest on borrowed money.

**SECTION 3.** The Equipment is hereby authorized and ordered to be acquired and financed in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 12-1736 and 12-1737(c).

**SECTION 4.** This resolution shall be published one time in the City’s official newspaper.

**ADOPTED AND APPROVED** by the Governing Body of the City of Wichita, Kansas, on September 18, 2012.

---

Mayor Carl Brewer

ATTEST:

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Karen Sublett, City Clerk

SEAL

APPROVED AS TO FORM:

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Gary E. Rebenstorf, Director of Law

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant , Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing , representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, September 10, 2012, were read and on motion approved.

Bids were opened on September 14, pursuant to advertisements published on:

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ FLEET AND FACILITIES DIVISION:  
Repair on Caterpillar D7R II Bulldozer, remove and install undercarriage.**

Foley Equipment Company Inc.\* - \$35,725.33

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/ FLEET AND FACILITIES DIVISION:  
Repairs to Vactor S#09-01V-11583 due to wreck.**

Key Equipment and Supply Company\* - \$105,973.79

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Belt  
Filter Press Parts at Sewage Treatment Plant #2.**

Ashbrook Simon Hartley Operations LP\* - \$28,207.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: 200  
each – Purafil - Odormix media, 40 lb box, part # MSP-BX.**

Environmental Process Equipment Company\* - \$27,284.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 17, 2012

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****September 14, 2012**

Repair on a Caterpillar D7R II Bulldozer, Remove and Install Undercarriage – Public Works & Utilities  
 Department/Fleet & Facilities Division

**Foley Equipment Co., Inc. Sole Source of Supply, \$35,725.33**  
**Ordinance No. 35-856, Section 2(b)**

Repairs to Vactor S#09-01V-11583 Due to Wreck – Public Works & Utilities Department/Fleet & Facilities Div.

**Key Equipment & Supply Co. Sole Source of Supply, Ordinance No. 35-856, \$105,973.79**  
**Section 2(b)**

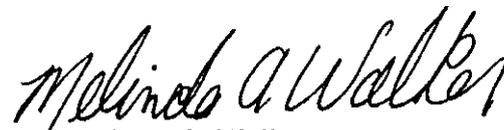
Belt Filter Press Parts at Sewage Treatment Plant #2 – Public Works & Utilities Dept./Sewage Treatment Div.

**Ashbrook Simon Hartley Operations, LP Sole Source of Supply, \$28,207.00**  
**Ordinance No. 35-856, Section 2(b)**

Purafil Odormix Media, 200 Each 40 lb. Box, Part # MSP-BX for Air Handling Units – Public Works & Utilities  
 Department/Sewage Treatment Division

**Environmental Process Equipment Co. Sole Source of Supply, \$27,284.00**  
**Ordinance No. 35-856, Section 2(b)**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker  
 Purchasing Manager

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Repair on a Caterpillar D7R II Bulldozer, remove and install undercarriage.

FOR A TOTAL OF \$35,725.33

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities

Division: Fleet & Facilities

Vendor	Reference Authority	Cost
Foley Equipment Co Inc.	Ordinance No. 35-856 Section 2 (b)	\$35,725.33

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Repairs to Vactor S#09-01V-11583 due to wreck

Repairs to include:

- Debris Body
- Body Modification Pipe Rack
- Rear Door Assy.
- Rear Door Modification
- Rear Drain Install
- Pipe Rack R.H./L.H.
- Tank Weld-Water
- W/T Weld
- Tank Hold Down Wldt.
- Tank Hanger Wldt.
- Cylinder Hyd – Wldt/4X8
- Paint
- Cyclone Weldment-12GA
- Labor and Supplies

FOR A TOTAL OF \$105,973.79

Freight is to be prepaid and added to invoice

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities

Division: Fleet & Facilities

Vendor	Reference Authority	Cost
Key Equipment & Supply Co.	Ordinance No. 35-856 Section 2 (b)	\$105,973.79

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Belt Filter Press Parts at Sewage Treatment Plant #2

- 2 each – Roller Assembly Complete 8” 2 9/16 Shaft #064373
- 1 each – Drive Roller Assembly Complete 10” 2 9/16 Shaft #017287
- 1 each – Roller Assembly Complete 11” 2 9/16 Shaft #0310407
- 1 each – Roller Assembly Complete 12” 2 9/16 #017353
- 1 each – Roller Assembly Complete 14” 2 9/16 #075075
- 2 each – Bearing, pillow block #056412
- 1 each – Bearing spacer #040512
- 2 each – Splash guard kit #030306

FOR A TOTAL OF \$28,207.00

Freight is to be prepaid and added to invoice

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Sewage Treatment Division

Vendor	Reference Authority	Cost
Ashbrook Simon Hartley Operations LP	Ordinance No. 35-856 Section 2 (b)	\$28,207.00

## Purchases Utilizing Sole Source of Supply

### Ordinance No. 35-856 Section 2. (b)

**SUBJECT:** 200 each – Purafil Odormix media, 40lb box, part # MSP-BX  
Freight

For the Air Handling Units at Plant 2 and other locations  
FOR A TOTAL OF \$27,284.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Public Works & Utilities Department

Division: Sewage Treatment Division

Vendor	Reference Authority	Cost
Environmental Process Equipment Co.	Ordinance No. 35-856 Section 2 (b)	\$27,284.00

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL SEPTEMBER 18, 2012**

- a. Water Distribution System to serve Remington Place (south of 21st Street North, east of Webb) (448-90537/735481/470154) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$78,000.00
- b. 2012 Contract Maintenance CIP Concrete Repairs Ph 1 (north of 71st Street South, east of 167th Street West) (472-85053/707039/636246/620591/133116/211504/771633/662006/\_ ) Traffic to be maintained during construction using flagpersons and barricades. (District I,IV,V,VI) - \$920,000.00

To be Bid: August 31, 2012

**PRELIMINARY ESTIMATE of the cost of:**  
Water Distribution System to serve Remington Place  
(south of 21st Street North, east of Webb)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

<b>Lump Sum Bid Items</b>		
1	Pipe, WL 8"	926 lf
2	Fire Hydrant Assembly	2 ea
3	<del>Valve Assembly, 8" DO NOT BID</del>	0 ea
4	Site Clearing	1 LS
5	Site Restoration	1 LS
6	Fill, Sand (Flushed & Vibrated)	926 lf
<b>Measured Quantity Bid Items</b>		
7	BMP, Back-of-Curb Protection	297 lf

**Construction Subtotal**

- Design Fee
- Consultant Staking & Inspection
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost**

\$78,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzen, P.E. Interim City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE of the cost of:**  
 2012 Contract Maintenance CIP Concrete Repairs Ph 1  
 (north of 71st Street South, east of 167th Street West)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

<b>MEASURED QUANTITY BID ITEMS (707039)</b>		
1	8" Reinf. Concr. Pvmt. Repair	8,000 sy
2	6" Reinf. Concr. Pvmt. Repair	12,220 sy
3	Comb. Curb & Gutter Repair	200 lf
4	Mono Edge Curb Repair	400 lf
5	6" Concr. Driveway Repair	300 sf
6	8" Concr. Driveway Repair	150 sf
7	7" Reinf. Concr. Valley Gutter Repair	100 sy
8	8" Reinf. Concr. Valley Gutter Repair	50 sy
9	Crushed Rock	200 tn
10	Crack Sealing Existing Pvmt (RoadSaver #221 or equal)	1,000 lf
11	Wheelchair Ramp Construction w/Det. Warn.	14 ea
12	4" Sidewalk Rem & Repl	500 sf
13	6" Sidewalk Rem & Repl	100 sf
14	6" Yellow or White Pvmt Markings (Thermopl.)	500 lf
15	4" Yellow or White Pvmt Markings (Thermopl.)	500 lf
16	Turn Arrow Pvmt Markings (Thermopl.)	2 ea
<b>MEASURED QUANTITY BID ITEMS (620591)</b>		
17	Adj. MH using New Ring & Lid	3 ea
18	Adj. MH Ring & Lid	3 ea
<b>MEASURED QUANTITY BID ITEMS (636246)</b>		
19	Adj. Ring & lid for Water Meter Vaults	4 ea
20	Valve box ring & lid replacement	4 ea
<b>MEASURED QUANTITY BID ITEMS (133116)</b>		
21	SWS Manhole Adjustment w/new Ring & Lid	2 ea

**Construction Subtotal**

Engineering & Inspection  
 Administration  
 Publication  
 Water Dept  
 Contingency

**Total Estimated Cost**

**\$920,000.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 City Clerk

211504/771633/662006/\_ (707039/636246/620591/133116) 472-85053

Page \_\_\_\_\_

**EXHIBIT**

Approved /Accepted by City Council

Wichita, Kansas

August 15, 2012

This \_\_\_\_\_

OCA# 766037

City Clerk  
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:  
Façade Improvements at 1525 E. Douglas

Lump Sum Contract Amount	\$466,326.00
Change Orders	\$0.00
Recording Façade Documents	\$0.00
Project Administration	\$0.00
Publication	\$0.00
Abstract	\$20.00
Construction Cost	<u>\$466,346.00</u>
Idle Fund Interest Estimated	\$8,319.61
Temporary Finance Cost	\$0.00
Finance Administration	\$8,727.00
1 Year Debt Service reserve	<u>\$46,200.00</u>
TOTAL COST	\$529,592.61

Respectfully Submitted,



Allen-Bell, Urban Development Director

Property: \$499,592.61  
City: \$30,000.00 0

Winter 2013  
Chesney

Petition/Resolution Amount: \$500,000.00

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Historic Midtown Walking Tour (District VI)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closure.

**Background:** In accordance with the Community Events procedure, the event promoter, Rachel Schober, Historic Midtown Citizens Association is coordinating the Historic Midtown Walking Tour with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Historic Midtown Walking Tour October 13-14, 2012 11:00 pm – 5:00 pm**  
§ North Park Place, 14<sup>th</sup> Street North to 17<sup>th</sup> Street North

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement No. 1- Douglas Block Parking Garage (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the supplemental agreement.

**Background:** The City entered into a development agreement with Douglas Place, LLC and Slawson Investment Corporation regarding improvements to the Douglas Block properties, an area bordered by Douglas, Topeka, William and Broadway Streets in downtown Wichita. As part of that development agreement, the City will construct a parking garage on the northwest corner of Topeka and William Streets. Wilson Darnell Mann Architects is the architect for the project.

The parking garage project was in the final stages of completing the construction drawings when the development agreement was finalized and the City assumed responsibility for its construction. This had been a design-build project managed by the developer, and the City changed it to a design-bid-build project managed by City staff. It was known that changes to the project design and to the terms of the architect's contract would be required to meet City requirements as the project evolved. However the project was progressing on a fast track because of the need for construction to be completed in 2012, and the architect made adjustments to the services as directed by City staff on an as-needed basis. The need for this approach was anticipated in Section 2B of the development agreement in which the City Council authorized staff to adjust the project budget for payments to the architect, engineer and contractor as long as the overall project budget is not exceeded.

**Analysis:** Modifications to the architect's scope of work as required for the parking garage project, and which are included in Supplemental Agreement No. 1, are as follows:

1. Modify the bid documents to include replacement of existing sanitary sewer and storm sewer lines in the alley from Broadway to Topeka and in the alley extending north from William Street on the west side of the garage.
2. Add an alternate to the bid documents to include light-emitting diode lights and the related power system in the garage for possible Federal grant funding.
3. Add compensation for reimbursable expenses.
4. Add field inspection services per requirements of the International Building Code 2006 Chapter 17 for structural inspections related to precast concrete construction.
5. Add such additional field inspection services as required by contractor's Change Order No. 4 for additional excavation.
6. Add artist's fee to develop concepts for the Hockaday Historical Display and additional services to modify the construction drawings to accommodate the Hockaday display.

7. Add the City's share of the cost to develop a uniform design concept for the sidewalk around the Douglas block .

8. Add the changes to the construction documents required to include the new sidewalk concept on the south and east sides of the parking garage site.

Payment to the architect for the performance of the professional services as outlined in Supplemental Agreement No. 1 will increase the total contract by \$44,177.

**Financial Considerations:** The budget for the Douglas Place Development currently includes \$798,805 of unencumbered funds. The original architect's contract amount is \$272,450. This supplemental agreement represents 16.21% of the original contract amount. Funding is available within the existing project budget.

**Goal Impact:** This parking garage will improve the Quality of Life goal for the people who come to utilize the lodging, retail and office facilities being developed in the downtown area, and it will help encourage further economic development downtown.

**Legal Considerations:** The Law Department has approved the supplemental agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1 and proposal from WDM Architects, P.A.



August 29, 2012

Ed Martin, Building Services Manager  
City of Wichita  
455 N. Main  
Wichita Ks. 67202

Re: Revised Contract Compensation for the Douglas Block Parking Garage Project  
WDM #11002

Dear Ed,

Per the city's request, WDM submits this proposal for additional services pursuant to our contract with the City dated September 6, 2011 for the above referenced project. The scope of this proposal is described as follows:

1. Modify the bid documents to include replacement of existing sanitary sewer and storm sewer lines in the alley from Broadway to Topeka and in the alley extending north from William Street on the west side of the garage.
2. Add an alternate to the bid documents to include L.E.D. lights and the related power system in the garage for possible Federal grant funding.
3. Add compensation for reimbursable expenses.
4. Add Field Inspection Services per requirements of IBC 2006 Chapter 17 for structural inspections related to precast concrete construction.
5. Add such additional Field Inspection Services as are required by Contractor's Change Order #4 for additional excavation.
6. Add Artist's fee to develop concepts for the Hockaday Historical Display and additional services to modify the construction drawings to accommodate the Hockaday display.
7. Add the City's share of the cost to develop a uniform design concept for the sidewalk around the Douglas Block.
8. Add the changes to the construction documents required to include the new sidewalk concept on the south and east sides of the Parking Garage site.

The professional services noted above will increase the current contract by \$44,177.40. The Architect agrees to complete the work outlined above by 09/30/2012, assuming a timely execution of the supplemental agreement that will accept this additional work and the associated fee. If unreasonably delayed by the City or other agencies, the Architect shall not be held liable for delays beyond control of the Architect.

Respectfully,

Wesley Darnell, AIA  
WDM Architects P.A.

SUPPLEMENTAL AGREEMENT #1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES ORIGINALLY DATED SEPTEMBER 16, 2011  
AND ASSIGNED TO THE CITY OF WICHITA ON OCTOBER 7, 2011

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

WDM ARCHITECTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ARCHITECT"

WITNESSETH:

WHEREAS, there now exists a Contract, dated September 16, 2011, between Douglas Place L.L.C. and WDM Architects, P.A. covering professional services to be provided by the ARCHITECT in conjunction with the design and construction of the Douglas Block Parking Garage, and

Whereas, this Contract was assigned to the CITY by virtue of a separate Development Agreement between Douglas Place, L.L.C. and the CITY dated October 7, 2011, and

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ARCHITECT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

1. Modify the bid documents to include replacement of existing sanitary sewer and storm sewer lines in the alley from Broadway to Topeka and in the alley extending north from William Street on the west side of the garage.
2. Add an alternate to the bid documents to include L.E.D. lights and the related power system in the garage for possible Federal grant funding.
3. Add compensation for reimbursable expenses.
4. Add Field Inspection Services per requirements of IBC 2006 Chapter 17 for structural inspections related to precast concrete construction.
5. Add such additional Field Inspection Services as are required by Contractor's Change Order #4 for additional excavation.
6. Add Artist's fee to develop concepts for the Hockaday Historical Display and additional services to modify the construction drawings to accommodate the Hockaday display.
7. Add the City's share of the cost to develop a uniform design concept for the sidewalk around the Douglas Block.
8. Add the changes to the construction documents required to include the new sidewalk concept on the south and east sides of the Parking Garage site.

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ARCHITECT for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by \$44,177.40.

**C. COMPLETION**

The ARCHITECT agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by September 30, 2012; EXCEPT that the ARCHITECT shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ARCHITECT.

**D. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ARCHITECT have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Recommended By:**

**Approved:**

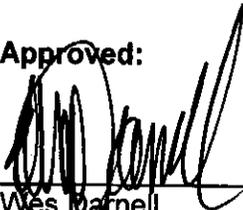
\_\_\_\_\_  
Ed Martin  
Building Services Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Janzen  
Interim City Engineer

\_\_\_\_\_  
Date

Approved:

  
\_\_\_\_\_  
Wes Darnell  
WDM Architects, P.A.

8/28/12  
Date

Approved:

\_\_\_\_\_  
Alan King  
Director of Public Works & Utilities

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

By Order of the City Council:

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

**City of Wichita  
City Council Meeting  
September 18, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1- Sanitary Sewer to an area along I-135 from English to Pawnee Phase III (Districts I and II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the change order.

**Background:** On March 27, 2012, the City Council approved a construction contract with Utility Maintenance Contractors for abandonment of an existing large sanitary sewer under I-135, from English to Pawnee. The original plans required the contractor to use an old existing underground bulkhead as blocking for the pressure injected cellular concrete. The existing bulkhead failed and the cellular concrete escaped from the pipe into the soil. The contractor shall be compensated for the additional concrete used as a result of the failure.

In addition, after construction began, it was discovered that an existing manhole had deteriorated and is considered structurally unsafe. Since this structure is to remain in service, it requires rehabilitation of the manhole. The additional work will include rehabbing the existing vault manhole, power washing, removing the failing t-locks, reconstructing the walls where corroded, reconstructing benching and epoxy coating the rehabbed structure.

**Analysis:** A change order has been prepared for the cost of the additional work. Funding is available within the existing project budget.

**Financial Considerations:** The total cost of the additional work is \$39,687. The original contract amount is \$1,133,390. This change order represents 3.50% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing needed improvements of the City's sanitary sewer system.

**Legal Considerations:** The Law Department has approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

**Attachments:** Change Order No. 1.



Contractor

Date

Alan King

Date

Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City Clerk

**City of Wichita  
City Council Meeting  
September 18, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1- Storm Water Drain to serve Sierra Hills 2nd Addition (north of Pawnee, west of 143rd Street East) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the change order.

**Background:** On July 3, 2012, the City Council approved a construction contract with Mies Construction, Inc. for construction of a storm water drain in Sierra Hills 2nd Addition. All trees in the interior of Sierra Hills 2<sup>nd</sup> Addition were to be removed by the developer, as was indicated on the plans. The developer has requested that Mies Construction remove the trees via a change order. The additional work will include clearing trees and removing stock piled trees. All trees will be burned on-site using an air curtain burner and three pits per City of Wichita Fire and Environmental Departments.

**Analysis:** A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$47,325 with the total paid by special assessments. The original contract amount is \$371,680. This change order represents 12.73% of the original contract amount.

**Goal Impact:** The projects address the Efficient Infrastructure goal by providing sanitary sewer improvements required for new development.

**Legal Considerations:** The Law Department has approved the change order as to legal form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

**Attachments:** Change Order No. 1.



**To:** Mies Construction, Inc.  
**Change Order No.:** 1  
**Purchase Order No.:** 240376  
**CHARGE TO OCA No.:** 751506

**Project:** SWD #384 to serve Sierra Hills 2nd Addition  
**Project No.:** 468-84815  
**OCA No.:** (751506)  
**PPN:** 485397

**Please perform the following extra work at a cost not to exceed \$47,325.00**

**Additional Work:**

Clear trees and remove existing stock piled trees. All trees to be burned on-site using an air curtain burner and 3 pits as per City of Wichita Fire Department and Environmental. 30 additional days will be added to the project. Contractor is also required to complete the work on the west half of the project first, so the developer can get the entrance off Pawnee to Ironstone Street completed as soon as possible.

**Reason for Additional Work:**

Note 8 on the title sheet says all trees in the interior of Sierra Hills 2<sup>nd</sup> Addition is to be removed by the developer. The developer has requested that Mies Construction remove the trees via a change order.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
<b>Charge to OCA (751506) - ADD</b>				
Tree Clearing	Negot'd	1	LS @ 47,325.00 =	\$47,325.00
<b>Total =</b>				<b>\$47,325.00</b>

<b>CIP Budget Amount: \$518,000.00</b>	<b>Original Contract Amt.: \$371,679.91</b>
Consultant: Ruggles & Bohm	Current CO Amt.: \$47,325.00
<b>Total Exp. &amp; Encum. To Date: \$401,710.53</b>	<b>Amt. of Previous CO's: \$0.00</b>
<b>CO Amount: \$47,325.00</b>	<b>Total of All CO's: \$47,325.00</b>
<b>Unencum. Bal. After CO: \$68,964.47</b>	<b>% of Orig. Contract / 25% Max.: 12.73%</b>
	<b>Adjusted Contract Amt.: \$419,004.91</b>

**Recommended By:** Justin Westhoff

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.                      Date  
Construction Engineer

\_\_\_\_\_  
Gary Janzen, P.E.                      Date  
Interim City Engineer

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor                                      Date

\_\_\_\_\_  
Alan King                                      Date  
Director of Public Works & Utilities

**Approved as to From:**

\_\_\_\_\_  
Gary E Rebenstorf                      Date  
Director of Law



City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 4 - Tyler Improvement, between 21<sup>st</sup> Street and 29<sup>th</sup> Street (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

.....

**Recommendation:** Approve Change Order No. 4.

**Background:** On August 9, 2011, the City Council approved a construction contract with APAC-Kansas, Inc. to improve Tyler, between 21<sup>st</sup> Street and 29<sup>th</sup> Street. After construction began, multiple irrigation systems within the project were impacted by new curb and sidewalk construction. Due to this impact, the systems had to be turned off. As a result, grass areas within City right-of-way, but outside the construction limits, could not be watered properly during construction. Lack of water killed the grass and allowed other vegetation to grow. An additional 3,875 square yards of sod is needed to restore all areas within City right-of-way.

**Analysis:** A change order has been prepared for the cost of the additional work. Funding is available within the existing project budget.

**Financial Considerations:** The total cost of the additional work is \$14,600. The original contract amount is \$1,572,050. This change order plus previous change orders represents 1.95% of the original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by paving streets in a developed area.

**Legal Considerations:** The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 4 and authorize the necessary signatures.

**Attachments:** Change Order No. 4.



**To:** APAC-Kansas Inc.-Shears Division

**Project:** Tyler Road, 21st Street North to 29th Street North

**Change Order No.:** 4  
**Purchase Order No.:** 130598  
**CHARGE TO OCA No.:** 707028

**Project No.:** 472-84921 / 448-90530  
**OCA No.:** 707028 / 636251  
**PPN:** 210493 / 771638

Please perform the following extra work at a cost not to exceed **\$14,600.00**

**Additional Work:** Sod

**Reason for Additional Work:** Multiple irrigation systems within the project were impacted by new curb and sidewalk construction. Due to this impact, the systems had to be turned off. As a result, grass areas within City r/w but outside the construction limits could not be watered properly during construction. Lack of water killed the grass and allowed other vegetation to grow. An additional 3,875 sy of sod is needed to restore all areas within City r/w.

<b>Item (707028)</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
#89 Sodding, Fescue	Negot'd	1.0 LS	\$14,600.00	\$14,600.00

<b>CIP Budget Amount: \$4,258,000.00 (707028)</b>	<b>Original Contract Amt.: \$1,572,049.90</b>
\$ 35,000.00 (636251)	
Consultant: Baughman	Current CO Amt.: \$14,600.00
<b>Total Exp. &amp; Encum. To Date: \$2,220,768.54</b>	<b>Amt. of Previous CO's: \$16,095.30</b>
<b>CO Amount: \$14,600.00</b>	<b>Total of All CO's: \$30,695.30</b>
<b>Unencum. Bal. After CO: \$2,022,631.46</b>	<b>% of Orig. Contract / 25% Max.: 1.95%</b>
	<b>Adjusted Contract Amt.: \$1,602,745.20</b>

**Recommended By:** Steve Degenhardt

**Approved:**

\_\_\_\_\_  
Greg Baalman, P.E.                      Date  
Construction Engineer

\_\_\_\_\_  
Gary Janzen, P.E.                      Date  
Interim City Engineer

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor                                      Date

\_\_\_\_\_  
Alan King                                      Date  
Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf                      Date  
Director of Law

\_\_\_\_\_  
Carl Brewer                                      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 9600 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 9600 East Kellogg is owned by Hawker Beechcraft Corporation (HBC) property. The project requires right-of-way along Webb and Kellogg is required together with access control and temporary construction easements.

**Analysis:** The acquisition of the right of way, access control and temporary easements was appraised at \$1,332,487. This amount was offered to HBC and accepted. The project requires HBC to relocate significant portions of the interior road, rebuild a parking lot, move interior utilities, relocate the perimeter fence, and relocate runway lighting. The cost of this work was not included in the appraised value offered to HBC. These items were valued by bids at \$1,600,000.

**Financial Considerations:** A budget of \$2,937,487 is requested. This includes \$1,332,487 for the acquisition, \$1,600,000 for the relocation and replacement of site improvements and \$5,000 for closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

**Goal Impact:** The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

**Attachments:** Aerial maps, tract maps, and real estate purchase agreement.

PROJECT: East Kellogg DATE: 07/06/12  
COUNTY: Sedgwick TRACT NO.: 0018, 0020 & 0022

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY SPECIAL WARRANTY DEED WITH ACCESS**  
**CONTROL, TEMPORARY CONSTRUCTION EASEMENT AND**  
**PERMANENT DRAINAGE EASEMENT**

THIS Contract for Conveyance ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between

Beech Aircraft Corporation n/k/a Hawker Beechcraft Corporation  
, the "Landowner"

10511 E Central, Wichita KS 67206  
(Name and Address)

and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the Landowner hereby agrees to convey fee title to the City of Wichita by Special Warranty Deed with Access Control, as well as a Temporary Construction Easement and a Permanent Drainage Easement to the following described real estate in the County of Sedgwick, State of Kansas (the "Property"), to wit:

SEE EXHIBITS "Tract #0018", "Tract #0018-AC", "Tract #18-Temp", "Tract #20", " Tract #20-AC", "Tract # 20-Temp", "Tract #22", " Tract #22-AC", "Tract #22-Perm" and "Tract #22-Temp" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that Landowner(s) is responsible for all property taxes on the Property which accrued prior to the conveyance of title to the City of Wichita.

The City of Wichita agrees to purchase the Property and to pay Landowner the following amounts on the Closing Date:

Purchase Price of Property to be acquired as right of way:

78,651.7 in fee with Access Control (Sq. Ft.) \$ 1,068,238.00  
99,387.9 for Permanent Drainage Easement

Temporary Construction Easement:

244,674.8 (Sq. Ft.) \$ 264,249.00

Cost to Cure Items Affected by Acquisition of Property:

Interior road, utility realignment, lighting,

Fencing \$ 1,600,000.00

Improvement & Buildings acquired with right of way:

None

2,932,487.00

**TOTAL:** \$ 2,932,477.00

It is understood and agreed that the above stated consideration for the Property is in full payment of said Property and all damages arising from the transfer of the Property and its use for the purposes above set out.

The Closing is contingent upon Landowner's receipt of consent from the bankruptcy court to finalize the sale.

The Closing will occur on \_\_\_\_\_, 2012, which date is subject to change as agreed upon in writing by both parties. At Closing Landowner will delivery to the City of Wichita a special warranty deed and such other documents as are reasonable and necessary to close the transaction. Buyer will pay the purchase price amount detailed above at the Closing.

The City of Wichita is buying the Property "as is, where is" and "with all faults" and with no warranties or representations from the Landowner.

All notices and other communications will be in writing and will be deemed served effective upon delivery, if personally delivered or delivered by courier service, or two days after deposit with United States Mail if sent by registered or certified mail, return receipt requested, addressed as set forth below:

Landowner: Hawker Beechcraft Corporation  
Attention: Randy Blad, Real Estate Manager  
10511 E. Central  
Wichita, KS 67206

City of Wichita: City of Wichita  
Attention: John Philbrick  
455 N Main Street, 13<sup>th</sup> Floor  
Wichita, KS 67202

This contract may be signed in counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Beech Aircraft Corporation n/k/a Hawker Beechcraft Corporation

By: Randy Blad  
Name: Randy Blad  
Title: Mortgage - Real Estate

THE CITY OF WICHITA

ATTEST:

By: \_\_\_\_\_  
Carl Brewer, Mayor

By: \_\_\_\_\_  
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Beech Aircraft Corporation n/k/a Hawker Beechcraft Corporation

If mortgage or other liens, show names of holders:

Credit Suisse, U.S. District Court of Kansas, Case No. 11-1036, Case No. 10-1404, Case No. 10-1282 and Case No. 10-1100

REMARKS:

PIN/APN 00276698, 00276699 AND 00276692  
Security Title File Number 2034278 AND 2034280

APPROVED TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

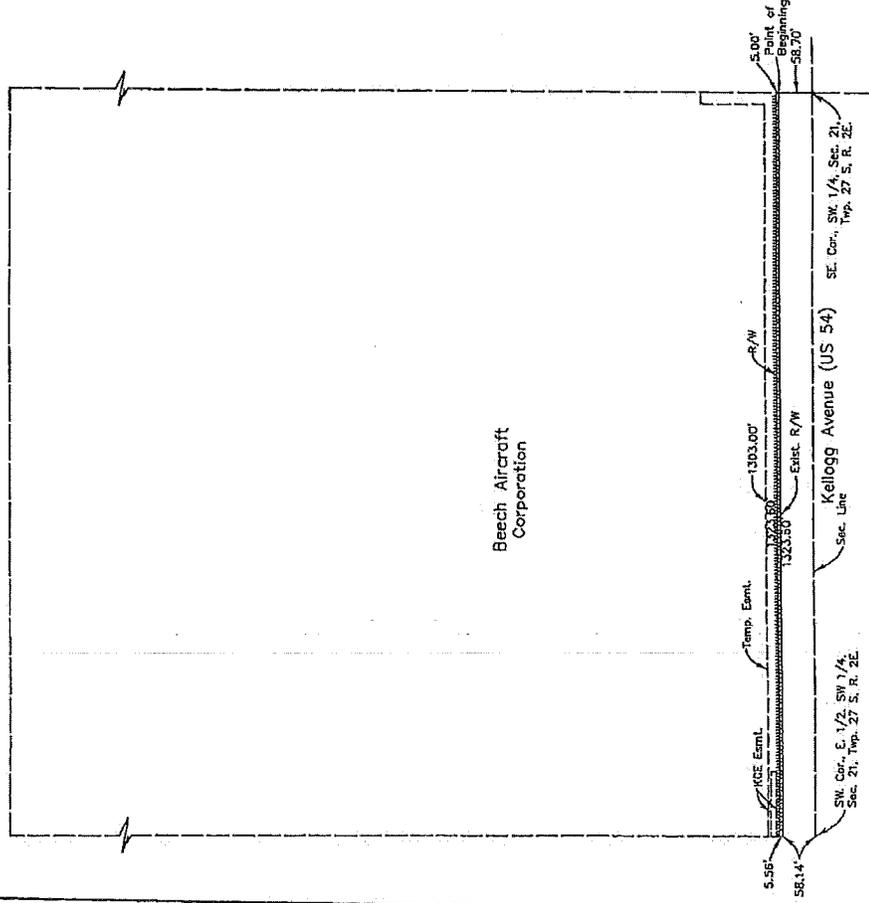
\_\_\_\_\_  
Gerald Cain, Project Manager







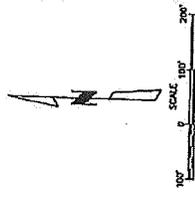
**EXHIBIT**  
**RIGHT OF WAY ACQUISITION**  
 Tract # 20  
 MI-139



**LEGAL DESCRIPTION:**

Tract part of the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 2 East, Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the intersection of the east line of said Southwest Quarter with the north right-of-way line of U.S. Highway 54, as condemned in District Court Case No. A-172549, said intersection being 58.70 feet westerly of the southeast corner of said Southwest Quarter; thence westerly along the north right-of-way line of said U.S. Highway 54, 1323.60 feet to a point on the west line of the East Half of said Southwest Quarter, said point being 58.14 feet north of the southwest corner of the East Half of said Southwest Quarter; thence northerly along the west line of the East Half of said Southwest Quarter, 5.36 feet to a point 63.70 feet north of the southwest corner of the East Half of said Southwest Quarter; thence easterly parallel with the south line of the East Half of said Southwest Quarter, said point being 58.14 feet north of the southeast corner of said Southwest Quarter; thence southerly along the east line of said Southwest Quarter, 5.00 feet to the point of beginning.

Containing 5990.2 Sq. Ft., (calculated)

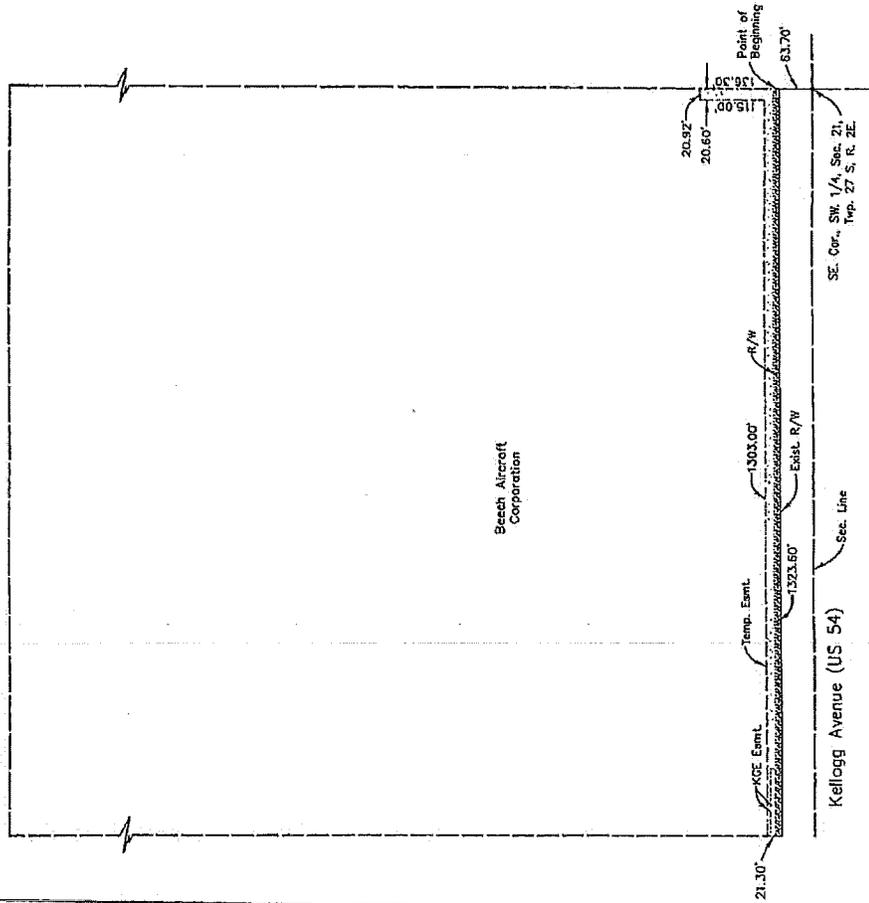


4-12-11

**Baughman Company, P.A.**  
 315 East S. Wichita, KS 67211 T 316.523.7271 F 316.262.0449  
**Baughman** SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-07-E517  
 E. eng/East Kellogg/Exhibits/Tract 20.dwg

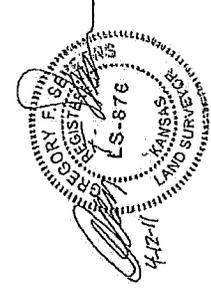
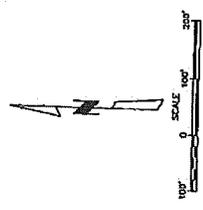
**EXHIBIT**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 Tract # 20-Temp  
 ML-139



**LEGAL DESCRIPTION:**

That part of the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 27 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at a point on the east line of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of said Southwest Quarter; thence westerly parallel with the north line of the East Half of said Southwest Quarter, 1323.60 feet to a point; thence north along the west line of the East Half of said Southwest Quarter, 21.30 feet; thence easterly parallel with the south line of said Southwest Quarter, 1303.00 feet to a point; thence northerly along the west line of the East Half of said Southwest Quarter, 20.60 feet; thence easterly parallel with the south line of said Southwest Quarter, 20.97 feet; thence northerly perpendicular to the south line of the East Half of said Southwest Quarter, 20.97 feet to a point; thence easterly perpendicular to the east line of said Southwest Quarter, 20.92 feet to a point on the east line of said Southwest Quarter, 1323.60 feet to the point of beginning.

Containing 30680.5 Sq. Ft., (calculated)

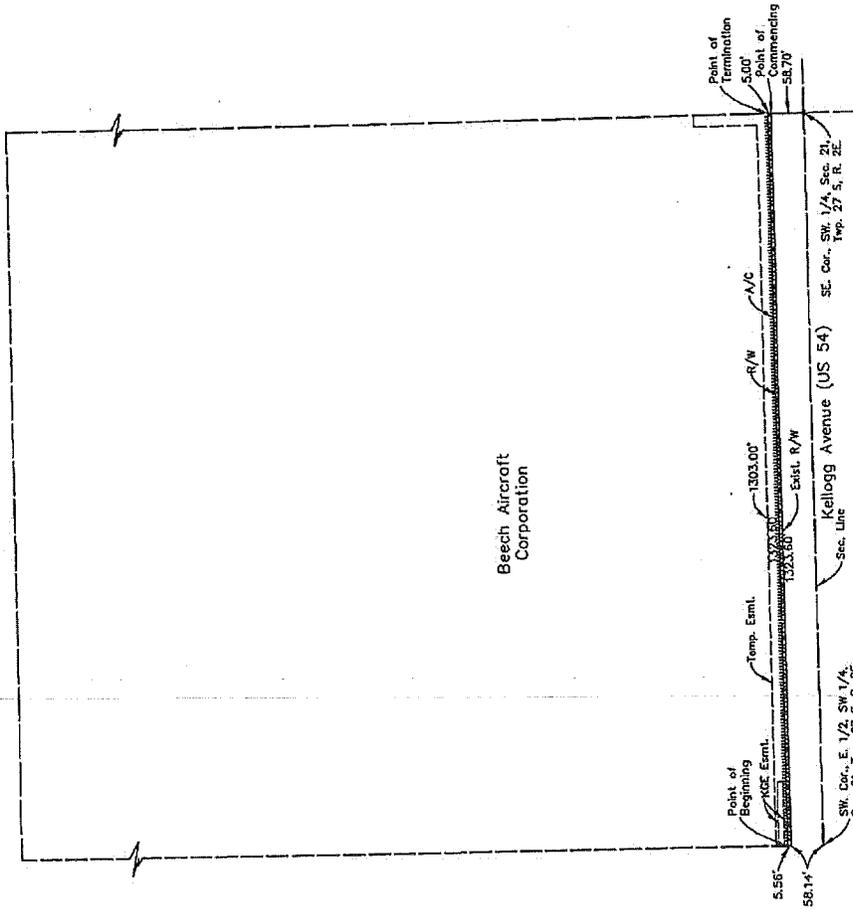


4-12-11

Baughman Company, P.A.  
 315 Ellis St., Wichita, KS 67211 P 316.682.7271 F 316.263.0149  
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

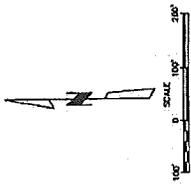
Project Number 10-07-E517  
 E: eng/East Kellogg/Exhibits/Tract 20-Temp.dwg

**EXHIBIT**  
**ACCESS CONTROL**  
 Tract # 20-AC  
 MI-139



**LEGAL DESCRIPTION:**

Complete Access Control over a line in the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas, said line being a right-of-way line of U.S. Highway 54, said line being the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 58.70 feet north of the southeast corner of said Southwest Quarter; thence westerly along the north right-of-way line of said U.S. Highway 54, 1323.60 feet to a point on the west line of the East Half of said Southwest Quarter, said point being 58.14 feet north of the southwest corner of the East Half of said Southwest Quarter; thence northerly along the west line of the East Half of said Southwest Quarter, 5.56 feet to a point for a point of beginning; thence easterly parallel with the south line of the East Half of said Southwest Quarter, 1303.00 feet to a point on the east line of said Southwest Quarter, said point being 63.70 feet north of the southeast corner of said Southwest Quarter, and for a point of termination.

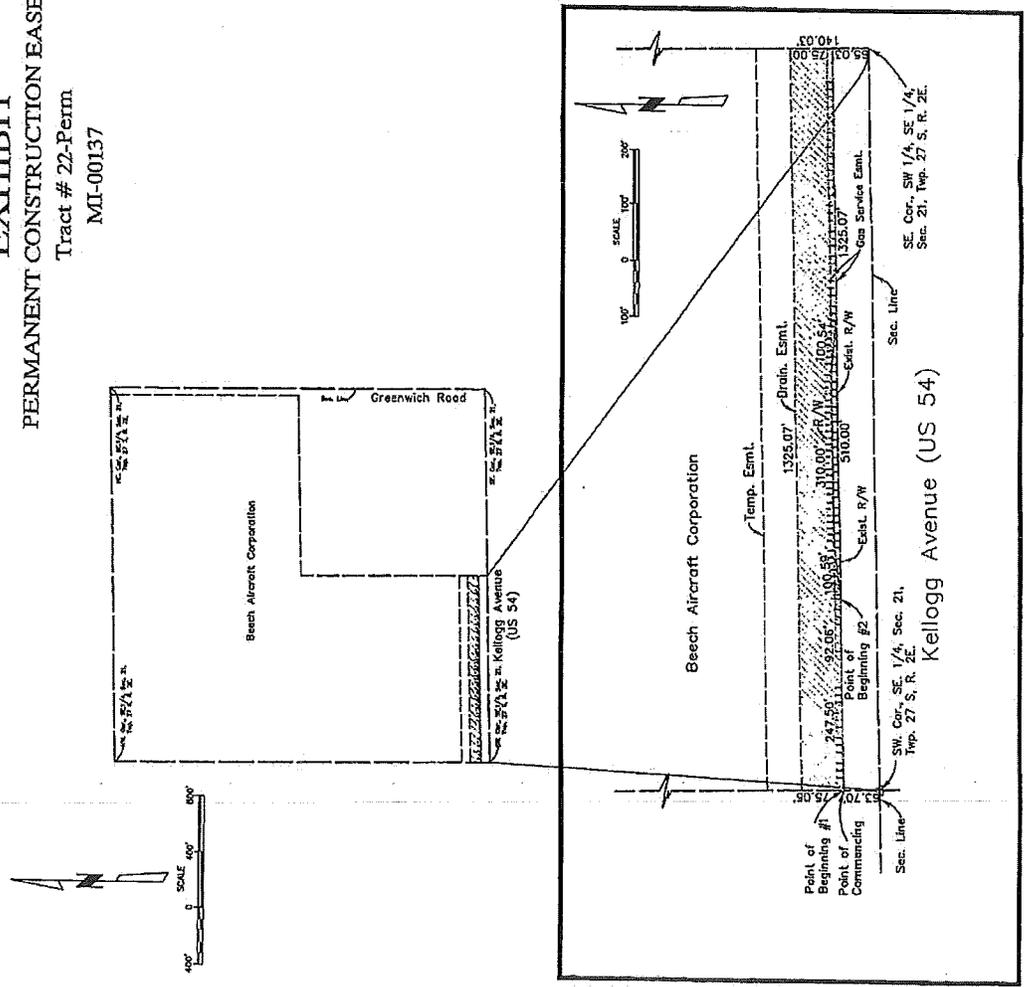


71-28-17

**Baughtman Company, P.A.**  
 315 E. St. Wichita, KS 67211 P 316.262.049  
**Baughtman** SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-07-ES17  
 E:eng/East Kellogg/Exhibits/Tract 20-AC.dwg

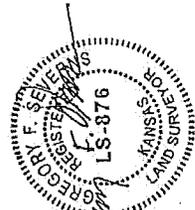
**EXHIBIT**  
**PERMANENT CONSTRUCTION BASEMENT**  
 Tract # 22-Perm  
 MI-00137



**LEGAL DESCRIPTION:**

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgewick County, Kansas described as follows: Beginning at the intersection of the west line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54 as condemned in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southwest Quarter; thence easterly along the west line of said Southwest Quarter, 1325.07 feet to a point on the east line of the Southwest Quarter of said Southwest Quarter, 64.63 feet north of the southeast corner of the Southwest Quarter of said Southwest Quarter; thence southerly along the east line of the Southwest Quarter of said Southwest Quarter, 75.00 feet to a point 65.03 feet north of the southeast corner of the Southwest Quarter of said Southwest Quarter; (64.63 feet per the plat of Chelsea Brook Addition, Wichita, Sedgewick County, Kansas), said point also being on the north right-of-way line of said U.S. Highway 54; thence westerly along said north right-of-way line, 1325.07 feet to the point of beginning. EXCEPT that part of the above described tract described as commencing at the west line of U.S. Highway 54, said Southwest Quarter with the north right-of-way line of U.S. Highway 54, said intersection being 63.70 feet north of the southeast corner of said Southwest Quarter; thence easterly along the north right-of-way line of said U.S. Highway 54, 247.30 feet to a deflection corner in said north right-of-way line, said deflection corner also being 64.00 feet north of the south line of the Southwest Quarter of said Southwest Quarter; thence easterly with a deflection angle to the right of 92.05 feet, along the north right-of-way line of said U.S. Highway 54, to the left of 05°10'21", 100.54 feet; thence easterly with a deflection angle to the right of 05°57'03", 100.54 feet to a point on the north right-of-way line of said U.S. Highway 54; thence westerly with a deflection angle to the right of 173°59'29" and along the north right-of-way line of said U.S. Highway 54, 510.00 feet to the point of beginning.

Containing 99,397.9 Sq.Ft. (calculated)



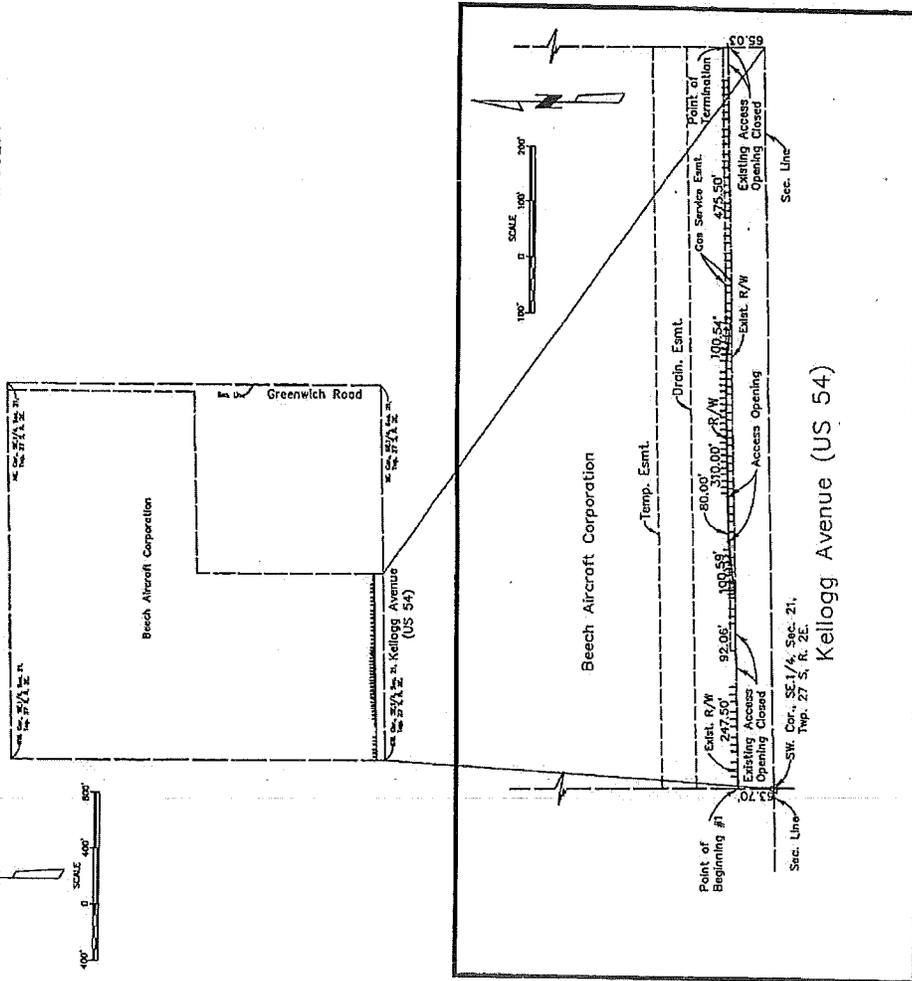
4-12-11

**Baughman**  
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

**Baughman Company, P.A.**  
 315 E. 9th St., Wichita, KS 67211 F 316.262.0149

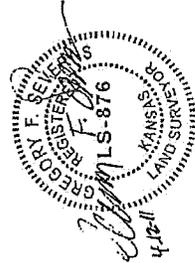


**EXHIBIT**  
**ACCESS CONTROL**  
 Tract # 22-AC  
 MI-00137



**LEGAL DESCRIPTION:**

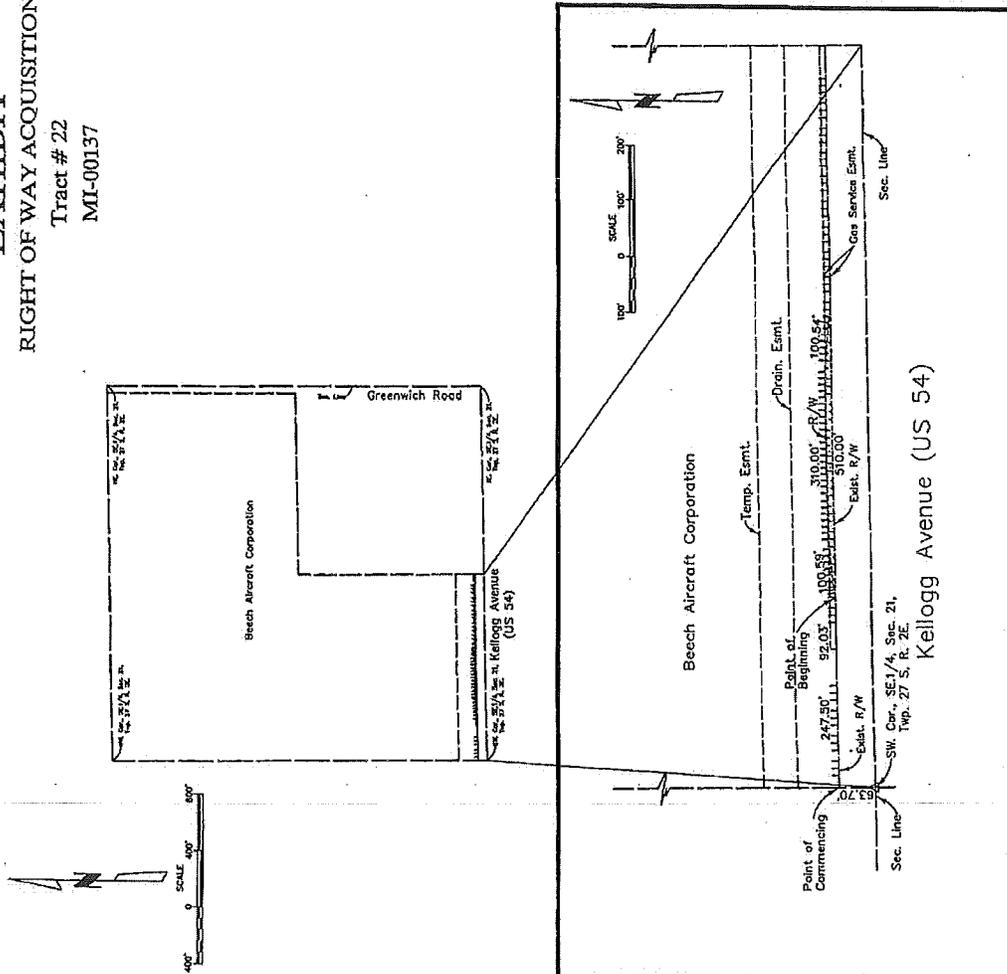
Access control to or from U.S. Highway 54 over and across that part of Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the 5th Principal Meridian, Sedgewick County, Kansas, beginning at the intersection of the west line of said Southwest Quarter and the north right-of-way line of U.S. Highway 54, as contained in District Court Case No. A-17549, said intersection being 63.70 feet north of the southwest corner of said Southeast Quarter; **FIRST COURSE**, thence easterly along the north right-of-way line of said U.S. Highway 54, 247.50 feet to a deflection corner in said north right-of-way line, said deflection corner being 190.55 feet north of the south line of the Southwest Quarter of said Southeast Quarter; **SECOND COURSE**, thence easterly with a deflection angle to the right of 092°05' and along the north right-of-way line of said U.S. Highway 54, 92.05 feet; thence easterly with a deflection angle to the left of 051°02' and along the north right-of-way line of said U.S. Highway 54, 100.59 feet; **THIRD COURSE**, thence easterly with a deflection angle to the right of 051°35' and along the north right-of-way line of said U.S. Highway 54, 310.00 feet; **FOURTH COURSE**, thence easterly with a deflection angle to the right of 051°35' and along the north right-of-way line of said U.S. Highway 54, 100.54 feet to a point on the north right-of-way line of said U.S. Highway 54; **FIFTH COURSE**, thence easterly with a deflection angle to the left of 052°02' and along the north right-of-way line of said U.S. Highway 54, 475.50 feet to a point on the east line of the Southwest Quarter of said Southeast Quarter, said point being 65.03 feet north of the southeast corner of the Southwest Quarter of said Southeast Quarter, (64.63 feet per the plat of Chelsea Brook Addition, Wichita, Sedgewick County, Kansas), and from the point of termination of the above described line, thence easterly along the north right-of-way line of the above described **THIRD COURSE**, thence easterly along the north right-of-way line of said U.S. Highway 54, 80.00 feet to a point of termination. The intent of the above description is to grant one new access opening and to close the access openings previously granted as Tract Numbers 7 and 9 in District Court Case No. A-34089.



4-12-11  
**Baughtman**  
 Baughtman Company, P.A.  
 315 Elm St. Wichita, KS 67211 P 316.832.2711 F 316.632.0149  
 SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-07-ES17  
 E: eng/East Kellogg/Exhibits/022-AC.dwg

**EXHIBIT**  
**RIGHT OF WAY ACQUISITION**  
 Tract # 22  
 MI-00137



**LEGAL DESCRIPTION:**

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgewick County, Kansas described as follows: Commencing at the intersection of the West line of said Southeast Quarter with the north right-of-way line of U.S. Highway 54, 52.03 feet; thence along the north right-of-way line of said U.S. Highway 54, 247.50 feet; thence easterly along the north right-of-way line of said U.S. Highway 54, 52.03 feet; thence easterly along the north right-of-way line of said U.S. Highway 54, 247.50 feet to a deflection corner in said north right-of-way line of the Southwest Quarter of said Southeast Quarter; thence easterly with a deflection angle to the right of 00°00'53" and along the north right-of-way line of said U.S. Highway 54, 52.03 feet to a point of beginning; thence easterly with a deflection angle to the left of 06°10'21", 100.59 feet; thence easterly with a deflection angle to the right of 05°57'03", 310.00 feet; thence easterly with a right-of-way line of said U.S. Highway 54; thence westerly with a deflection angle to the right of 05°57'03" and along the north right-of-way line of said U.S. Highway 54, 576.00 feet to the point of beginning.

Containing 4373.8 Sq. Ft. (calculated)

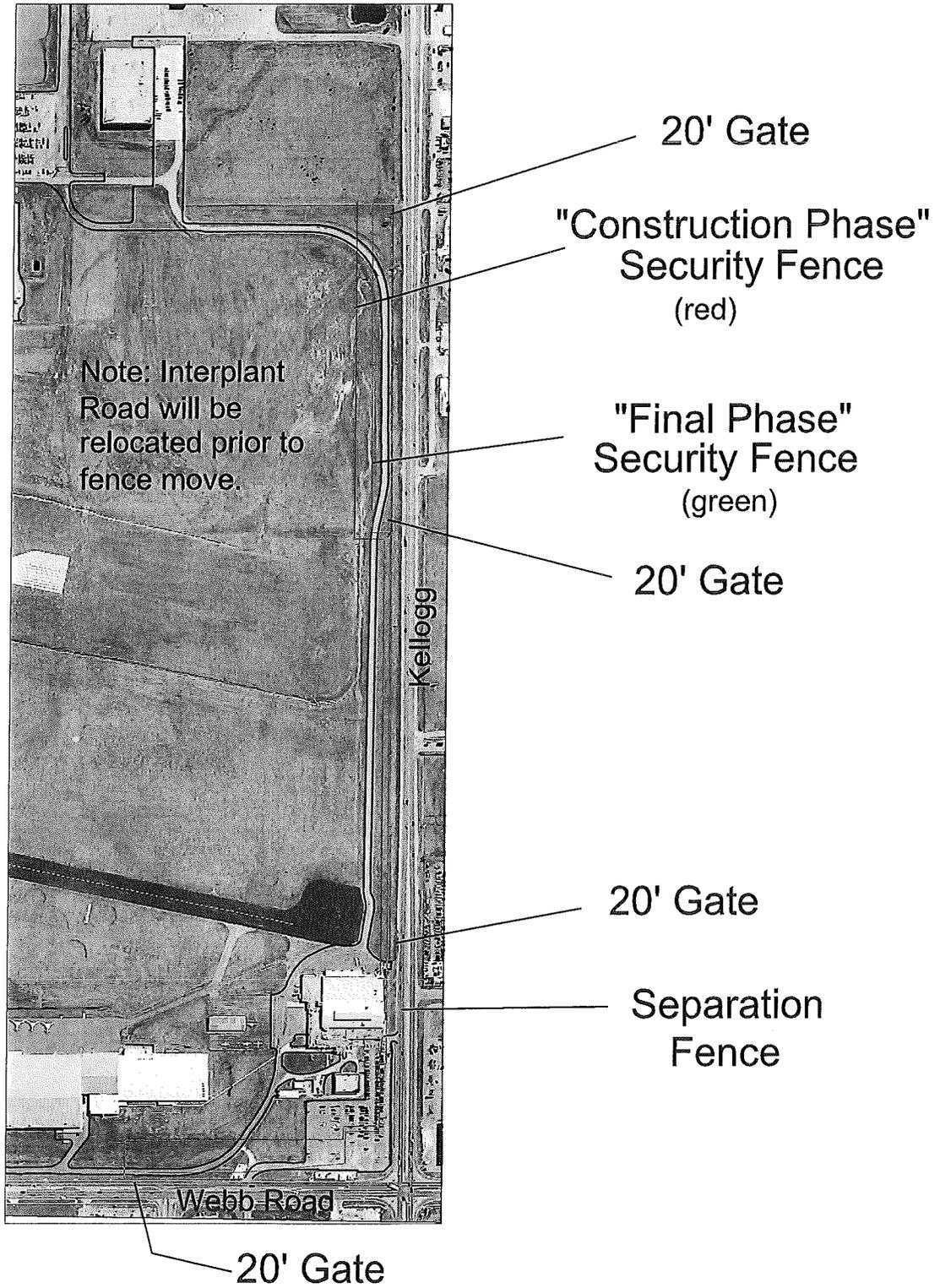


4-12-11

**Baughman**  
 Baughman Company, P.A.  
 315 Ellis St., Wichita, KS 67211 P: 316.262.7211 F: 316.262.0149  
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-07-E517  
 E:eng/East Kellogg/Exhibits/022.dwg

# Hawker Beechcraft Corporation

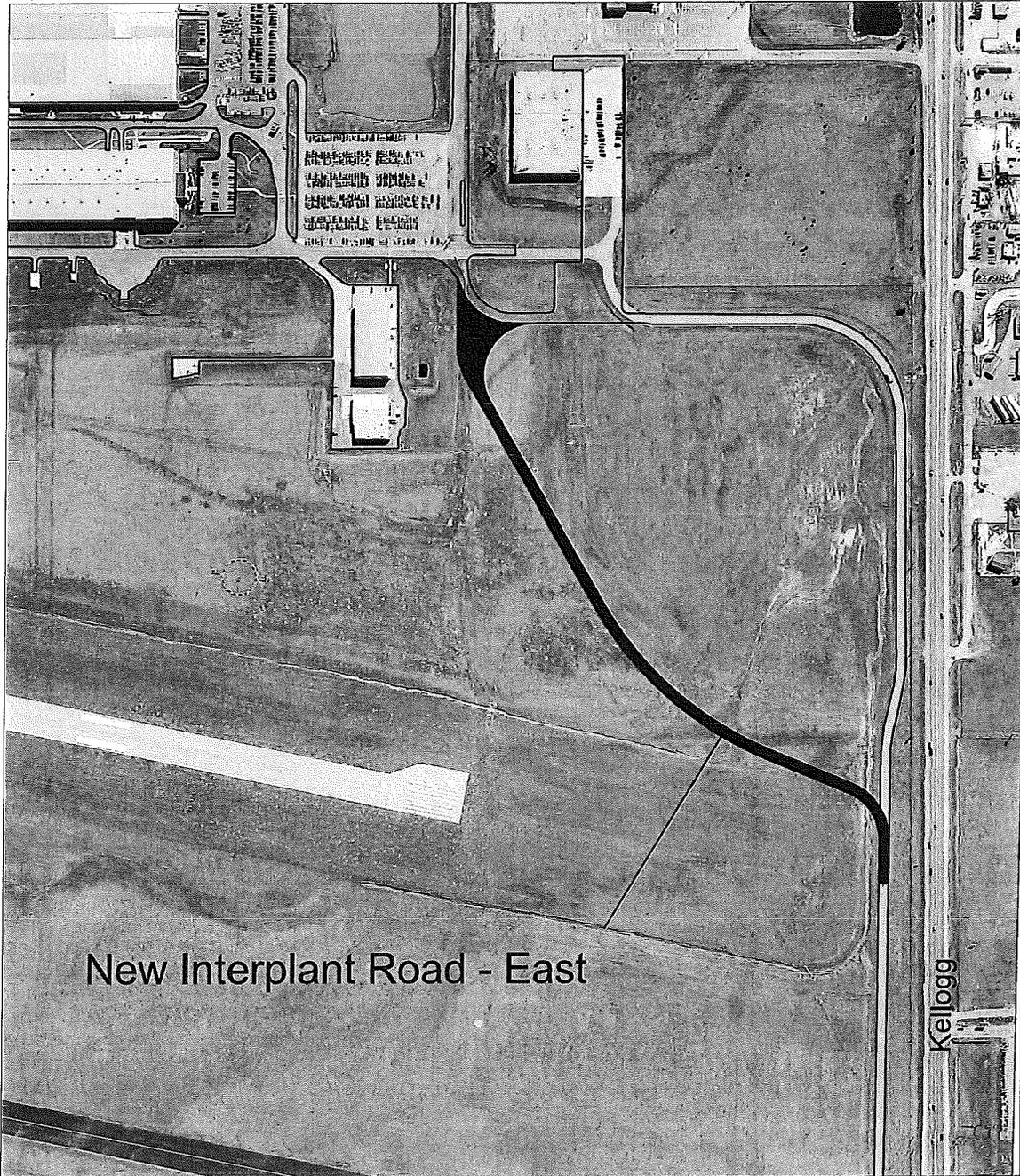


## Security Fence Modifications - SK-111129J-1-A

No Scale

Attachment to SOW #111129J-1

# Hawker Beechcraft Corporation



## Interplant Road Modifications - SK-111129J-2-E

No Scale

Attachment to SOW #111129J-2

# Hawker Beechcraft Corporation



## Interplant Road Modifications - SK-111129J-2-W1

No Scale

Attachment to SOW #111129J-2

**CITY OF WICHITA**  
**City Council Meeting**  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Utility Easement across City Owned Property at Auburn Hills Golf Course in the 400 Block of South 135<sup>th</sup> Street West (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the easement (Grant of Right of Way).

**Background:** Kansas Gas and Electric Company (KG&E) has a project to replace its existing transmission lines and poles along 135<sup>th</sup> Street West. The existing lines cross City property at the Auburn Hills Golf Course in the 400 block of South 135<sup>th</sup> Street West. KG&E currently has a ten foot wide easement for these transmission lines. To allow adequate access to the facilities for replacement and maintenance, they are requesting an increase in easement area to 50 feet.

**Analysis:** There are two easements requested. One is over the east portion of the parking area for the Auburn Hills Clubhouse. The other is near a tee box and cart path on the east side of 135<sup>th</sup> Street West. The upgrade project will not add any poles on the City ownership. The easement will not place any restrictions on the property beyond those in the existing easements. The total area impacted is approximately 18,687 square feet. This area includes the area impacted by the existing easement. KG&E will pay \$7,474.90 (\$.40) for the easements. This approximates market value for this type of use. On August 20, 2012, the proposed easement was presented to and supported by the Park Board.

**Financial Considerations:** The payment for the easements represents additional revenue to the City.

**Goal Impact:** The approval of these easements supports the development of Efficient Infrastructure by increasing the efficiency and quality of electrical distribution in the area.

**Legal Considerations:** The Law Department has approved the easement document as to form.

**Recommendation/Action:** It is recommended that the City Council approve the easement and authorize all necessary signatures.

**Attachments:** Grant of Right of Way, aerial map and tract map.

**GRANT OF RIGHT OF WAY**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto **KANSAS GAS AND ELECTRIC COMPANY, a corporation**, (Grantee), its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

A strip of land across a tract in **Reserve D, Auburn 8th Addition, Wichita, Sedgwick County, Kansas**, more particularly described on Exhibit "A," attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

**LEGEND**

- - - - - = SECTION LINE
- = PROPERTY LINE
- - - - - = EASEMENT LINE

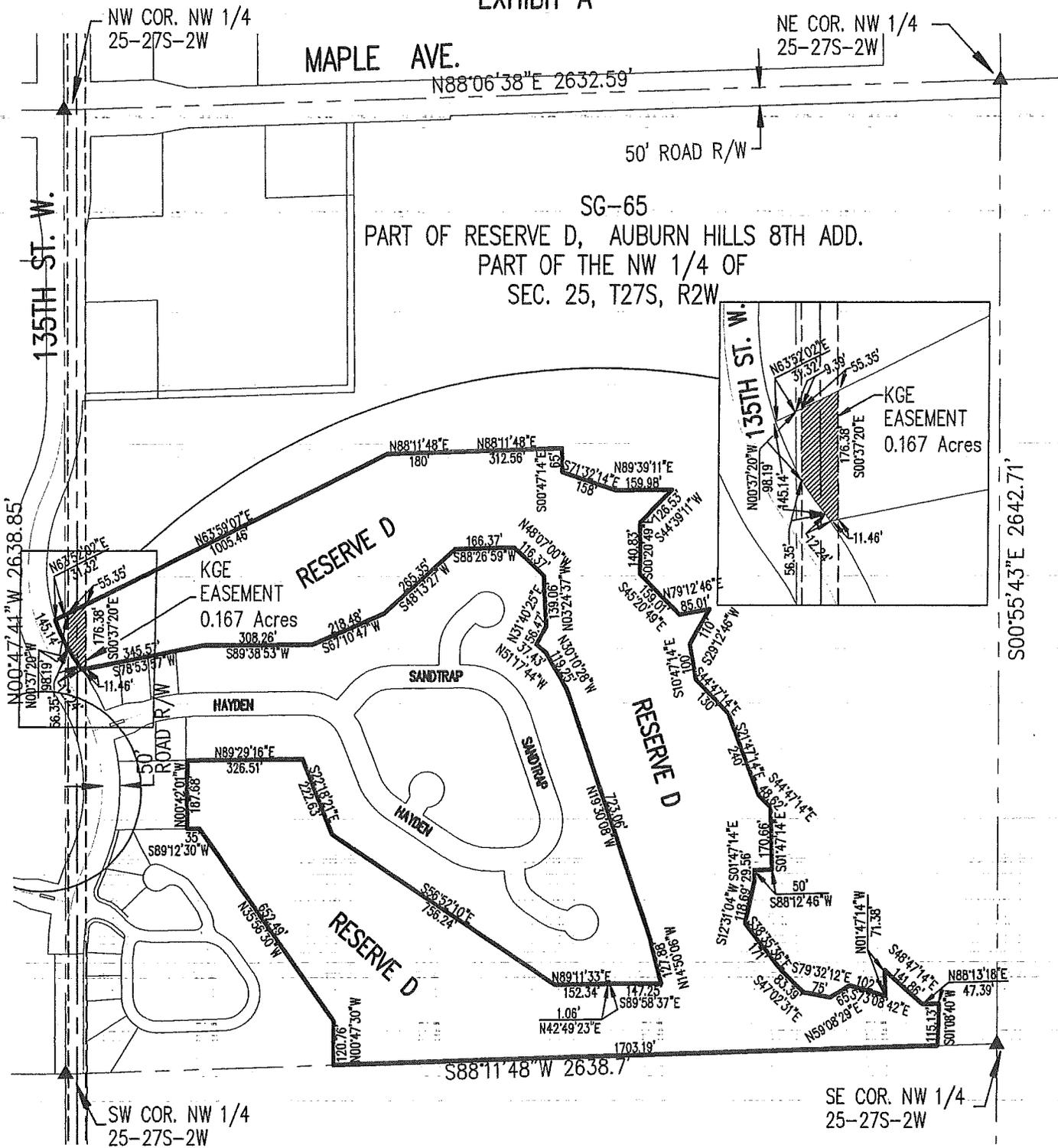
- = EASEMENT
- ▲ = SECTION CORNER



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.



**EXHIBIT A**



**Savoy Company, P.A.**  
 Land Surveyors  
 433 S. Hydraulic, Wichita, KS 67211-1911  
 PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

<b>COWSKIN TO CENTENNIAL 138.22A REBUILD</b>			
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-037
SEDGWICK	CITY OF WICHITA	SG-65	DATE: June 11, 2012

**Westar Energy**

**GRANT OF RIGHT OF WAY**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto **KANSAS GAS AND ELECTRIC COMPANY, a corporation**, (Grantee), its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

A strip of land across **Reserve A, Auburn Hills Clubhouse Addition, Wichita, Sedgwick County, Kansas**, more particularly described on Exhibit "A," attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this \_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF WICHITA, A MUNICIPAL CORPORATION:

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS            )  
                                          ) ss.  
SEDGWICK COUNTY         )

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor of the City of Wichita, a Municipal Corporation and Karen Sublett, City Clerk of the City of Wichita, a Municipal Corporation to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this \_ day of \_\_\_\_\_, 2012.

SEAL

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

APPROVED AS TO FORM:

Gary E. Rebenstorf  
Gary E. Rebenstorf, Director of Law

**LEGEND**

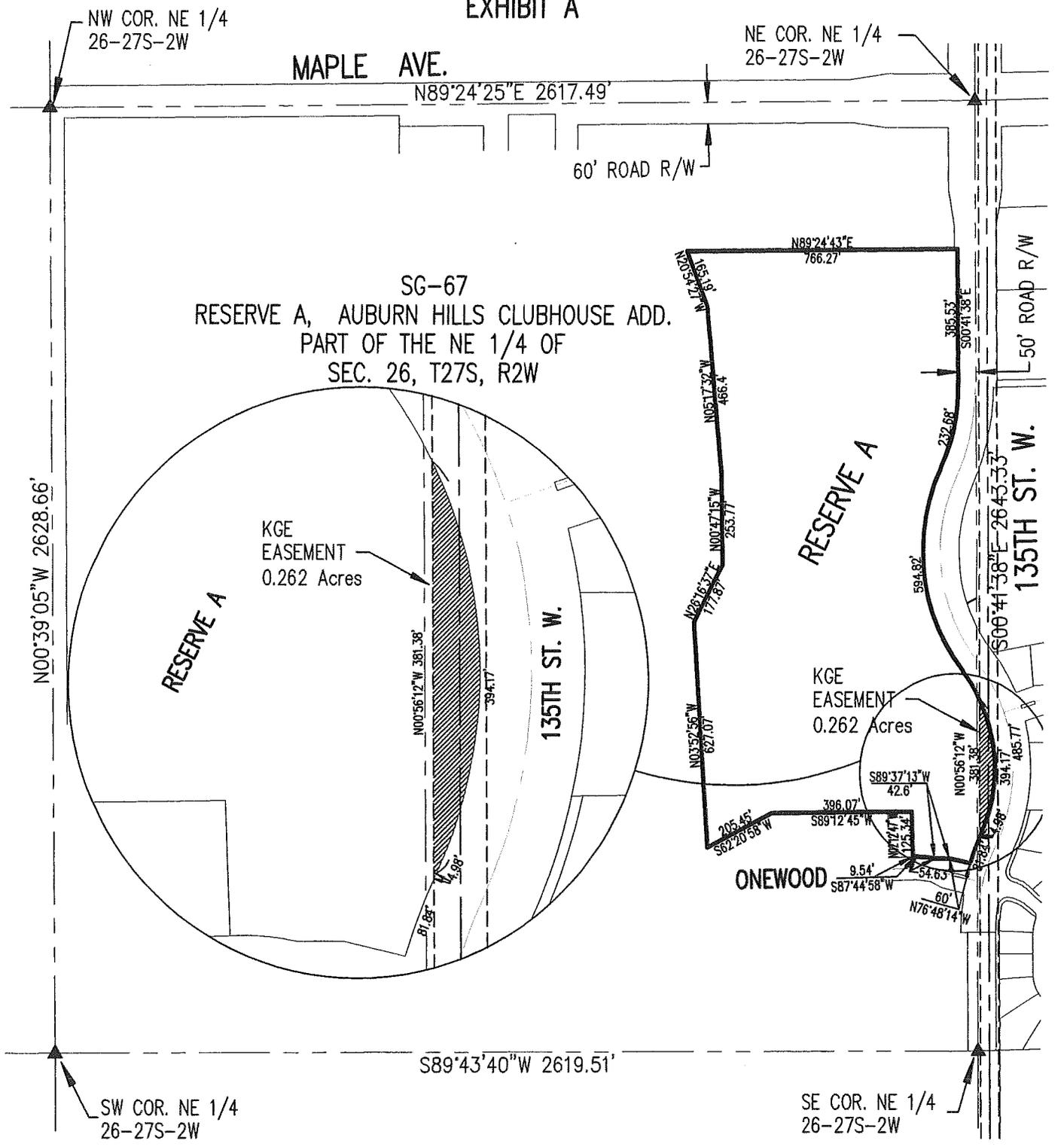
- = SECTION LINE
- = PROPERTY LINE
- - - = EASEMENT LINE
- = EASEMENT @
- ▲ = SECTION CORNER



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.



**EXHIBIT A**



**Savoy Company, P.A.**  
Land Surveyors  
433 S. Hydraulic, Wichita, KS 67211-1911

**COWSKIN TO CENTENNIAL  
138.22A REBUILD**

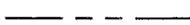
**Westar Energy**

PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-037
SEDGWICK	CITY OF WICHITA	SG-67	DATE: June 11, 2012

DATE: June 11, 2012

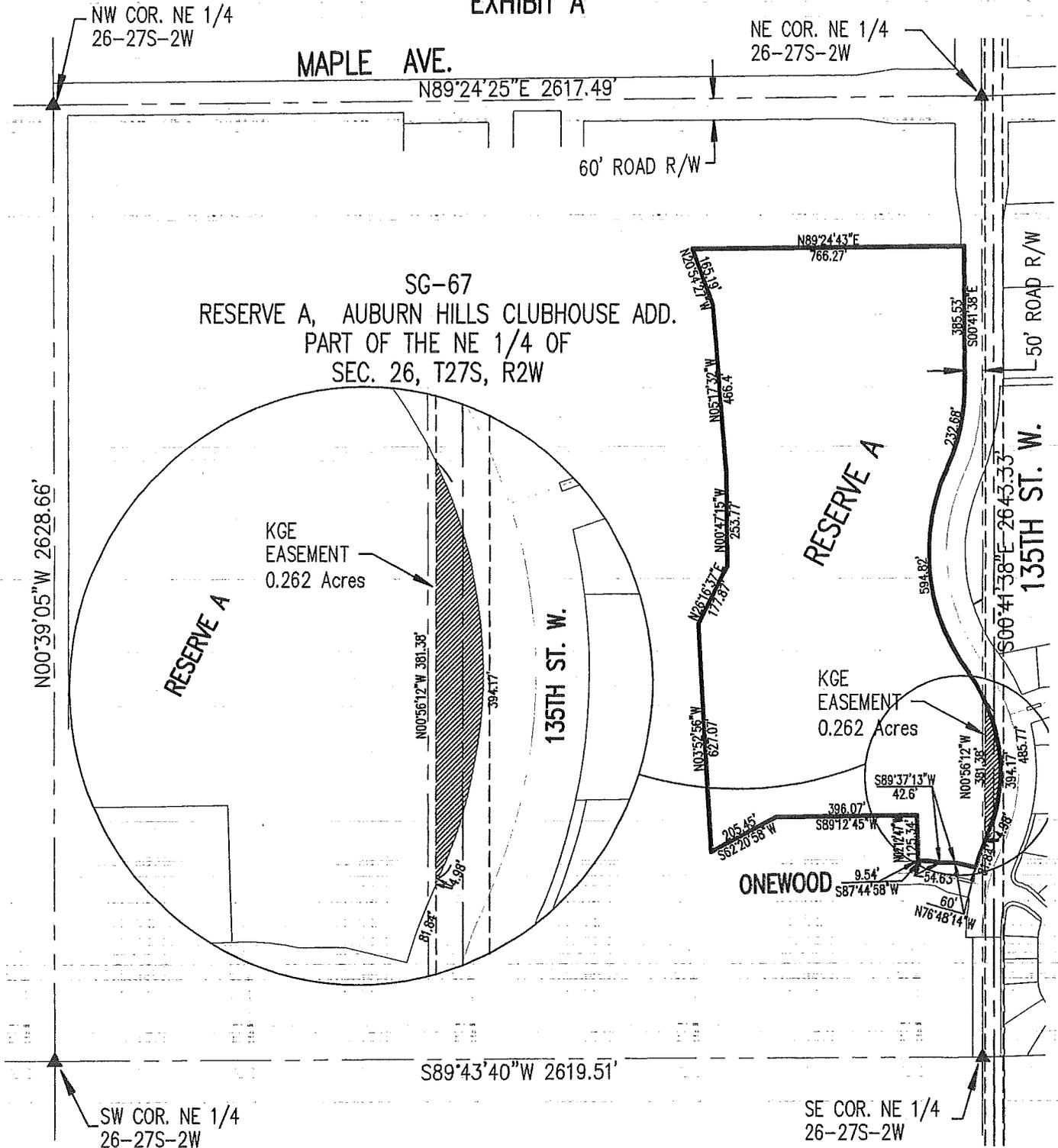
**LEGEND**

-  = SECTION LINE
-  = PROPERTY LINE
-  = EASEMENT LINE
-  = EASEMENT
-  = SECTION CORNER



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.

**EXHIBIT A**



**Savoy Company, P.A.**  
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COWSKIN TO CENTENNIAL 138.22A REBUILD		
COUNTY	OWNER	TRACT. NO.
SEDGWICK	CITY OF WICHITA	SG-67

**Westar Energy**  
 PROJ. NO. 12-037  
 DATE: June 11, 2012





# Auburn Hills Easements



	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Airports
	SDEPASTER, S-DEPATA, ORTH-OILT
	SDEPASTER, S-DEPATA, ORTH-O
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Mayville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City
	Seedwick



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation, or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g., Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
AUGUST 2012**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Applicant Tracking Software System (Electronic)	8/31/2013	GovernmentJobs.com, Inc. dba NEOGOV	Human Resources	9/1/2009 - 8/31/2010	1 - 1 year option
Auditing Services	8/31/2013	Allen, Gibbs & Houlik, LC	Finance	9/16/2008 - 8/31/2009	Last option
Fire Sprinkler Systems Testing	8/31/2013	Simplex Grinnell LP	Public Works & Utilities	9/1/2011 - 8/31/2012	1 - 1 year option
Fire Systems Inspection to Halon 1301	8/31/2013	Simplex Grinnell LP	Public Works & Utilities	9/1/2011 - 8/31/2012	1 - 1 year option
HVAC Equipment	8/31/2013	Ferguson Enterprises, inc.	Housing & Community Services	9/1/2011 - 8/31/2012	1 - 1 year option
Janitorial Services - Property & Evidence	8/31/2013	Able Janitorial, Inc.	Police	9/1/2011 - 8/31/2012	1 - 1 year option
Joint Pipe and Accessories - Restrained	8/31/2013	Water Products, Inc.	Public Works & Utilities	9/13/2011 - 8/31/2012	1 - 1 year option
Laser Printer Maintenance	8/31/2013	KK Office Solutions, Inc.	IT / IS	9/13/2011 - 8/31/2012	1 - 1 year option
Lime Sludge Residuals Removal - Dry	8/31/2013	S. L. Cornelsen Farms, Inc.	Public Works & Utilities	8/3/2011 - 8/31/2012	3 - 1 year options
Lime Sludge Residuals Removal - Liquid	8/31/2013	AG Services, Inc.	Public Works & Utilities	8/3/2011 - 8/31/2012	3 - 1 year options
Manhole Rehabilitation Material	8/31/2013	Action Products Marketing Corp DBA AP/M Permaform	Public Works & Utilities	9/13/2011 - 8/31/2012	1 - 1 year option
Parking - Operation & Management of City of Wichita Parking Garages & Lots	8/31/2013	The Car Park, Inc.	City Manager's Office	9/1/2010 - 8/31/2011	2 - 1 year options
Scrap Metal	8/31/2013	Wichita Iron & Metal Inc.	Various	9/1/2011 - 8/31/2012	1 - 1 year option
Sewer High Pressure Cleaning Hose	8/31/2013	Key Equipment & Supply Co.	Public Works & Utilities	9/9/2010 - 8/31/2011	Last option
Ultraviolet Light Replacement Equipment for Sewage Treatment Plant 2 Disinfection System and Cowskin Creek Water Quality Reclamation Facility	8/31/2012	Ray Lindsey Company	Public Works & Utilities	6/2/2009 - 5/31/2010	Last option
Vending Services for Wichita Transit	8/31/2013	Wichita Canteen Company, Inc.	Wichita Transit	9/1/2011 - 8/31/2012	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
AUGUST 2012**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR AUGUST 2012**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
People Services Center Inc.	DP240647	Software Maintenance/Support	\$26,600.00		

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Municipal Court Contract for the Collection of Court Obligations

**INITIATED BY:** Municipal Court

**AGENDA:** Consent

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**Recommendations:** Approve the contract.

**Background:** Each month Municipal Court outsources approximately 1,200 delinquent cases with an average balance of \$430 to collections. Approximately 77,000 cases representing in excess of \$32 million in delinquent obligations have been sent to collections over the past five years. The average age of an account sent to collections is 90 days. Prior to sending to the collection agency, Municipal Court provides defendants the opportunity to pay outstanding balances in full or establish a payment plan with the Court. The City of Wichita has contracted with the Gila Corporation d/b/a Municipal Services Bureau (MSB) for collection of delinquent Municipal Court fines and costs since 1997.

In July 2007, the Kansas Legislature passed a bill authorizing the Court to assess the costs of collection to the defendant. The Court paid the costs of collection prior to this legislation taking effect.

**Analysis:** The City of Wichita requested proposals from qualified businesses detailing a comprehensive strategy for collecting delinquent fines, fees and costs. Respondents were asked to propose a coordinated approach to court collections that utilizes in house payment plans, collection agency best practices, the Kansas Setoff Program, and an account write-off policy. Six responses were received and reviewed by a Staff Screening and Selection Committee. MSB presented the best overall collections strategy and its response best met the requirements of the Request for Proposal. MSB is a collection agency based in Austin, Texas, which specializes in collections for municipal and district courts. MSB was selected based on its qualifications, experience, and proposed solution for meeting the collection needs of the City of Wichita Municipal Court. Collections Bureau of Kansas (CBK) was the only respondent with its headquarters in Kansas. The proposal submitted by CBK did not include a detailed, coordinated approach that would utilize in house payment plans, collection agency best practices, the Kansas Setoff Program, and an account write-off policy.

**Financial Considerations:** Costs to the City of Wichita for collection services will increase from 16% to 20%. There has not been a commission rate increase to the collections contract for over ten years and the costs of collections are assessed to defendants' court cases. These costs will be collected by MSB and forwarded to Municipal Court. Municipal Court is budgeted \$290,000 for the costs of collecting court ordered obligations.

**Goal Impact:** The utilization of a collection agency services addresses the Safe and Secure Community goal by assisting in the defendants' compliance to judicial orders.

**Legal Consideration:** The contract was reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the contract with Gila Corporation, d/b/a Municipal Services Bureau and authorize the necessary signatures.

**Attachments:** Contract

## **Collection of Delinquent Court Fines & Fees Contract**

**RFP# 240037**

This Agreement is made and entered into this date of October 1, 2012, by and between Gila LLC d/b/a Municipal Services Bureau, a Texas limited liability company (hereinafter, "MSB"), and the City of Wichita, Kansas (hereinafter, the "City"), who agree as follows:

### **I. ADMINISTRATIVE RESPONSIBILITIES**

A. Defendant Contact. MSB will mail notices, telephone or otherwise contact Defendants with outstanding cases with the City of Wichita Municipal Court in order to attempt to notify defendants of the amount of their fines, fees, costs and restitution due ("obligation") with the City. The purpose of the contract is to offer defendants the opportunity to resolve their obligation voluntarily, before further action is contemplated by the City. The City will provide the name and last known address of the defendants, all information regarding the date(s) of the alleged violation(s), the date judgment was entered against the defendants in the court having jurisdiction over the matter or the date the citation was filed, and the amount of any such obligation(s). When appropriate, MSB will attempt to locate defendants when the last known address is invalid.

B. Correct Information. MSB will rely completely on the City to provide correct information about each debtor's existing case(s) and, specifically, about any dollar amount in question. The City will immediately update and correct any information it has provided to MSB. In particular, the City will immediately notify MSB of any payment or other satisfaction of indebtedness made directly to the City or any other action affecting the amount or timing of monies owed by any debtor to the City, including the receipt or notification of any debtor's retention of counsel or the filing or suggestion of bankruptcy by any debtor.

C. Defendants Referred to the City. Defendants who wish to resolve their obligation other than by payment to MSB will be referred to the City of Wichita Municipal Court or person designated by the City to respond to the defendants' request.

D. Credit Bureaus/Legal Action. The City authorizes MSB to report delinquent accounts to the credit bureau(s) of MSB's choice. For the purpose of effectuating legal action, MSB shall review accounts which reflect a balance of greater than \$2000. MSB shall attempt to determine if any such account is viable for legal collection activities. Should the City and MSB mutually agree that prosecution of a lawsuit is the proper course of action against a debtor to effect collection, MSB shall request written authorization from the City before proceeding and the parties shall agree in writing as to how the prosecution of the lawsuit will be effectuated. The City reserves the right to retain counsel, as it deems necessary, to effectuate prosecution of lawsuit or other legal

matters in the event MSB fails or is otherwise unable to facilitate the same for any particular account.

## **II. COMMISSION ON FINES COLLECTED**

A. Commission Rate. The City agrees to solely use MSB for outside collection services on all referred accounts unless granted written permission from MSB to utilize the services of a 3rd party. For all citations and/or court obligations submitted to MSB for collection or resolution for the which the City is paid (in whole or in part), regardless of whether payment is accepted directly by the City or by MSB on the City behalf, the City will pay to MSB, in Travis County, Texas, a 20 percent retained commission rate on the amount collected, including the entire backlog of previously-worked cases, of the amount collected. MSB is not due a fee of any kind if the case is resolved by a law enforcement agency or recalled/adjusted by the Court pursuant to judicial discretion.

In accordance with applicable Kansas law, a fee in the amount of twenty-five percent (25%) shall be added by the City to the total amount due from a debtor for those accounts which are referred to MSB for collection. The City may also instruct MSB to add the 25% fee upon MSB's receipt of case information from the City. The Court will pay to MSB a commission rate of twenty percent (20%) on the total amount of monies collected and/or received for accounts after the date the account is referred to MSB by the City (the "Commission Rate").

With respect to the Commission Rate, by way of example, if a debtor's original balance is \$100.00, a \$25.00 fee shall be added by the City to the original balance. Thereafter, if MSB collects \$125.00 and MSB's Commission Rate of 20% is applied to the account balance, MSB's fee will be \$25.00, regardless of whether payment is accepted directly by the City or accepted by MSB on the City's behalf. In this example, after deduction of MSB's commission, the amount due to the City will be \$100.00.

The City reserves the right to file actions for the collection of obligations using in-house counsel, and shall not pay a commission on obligations collected by this means. MSB agrees that the City shall not pay a commission on obligations collected via the Kansas Setoff Program or successor programs authorized and administered by the State of Kansas.

As a startup incentive MSB agrees to rebate 10% of commissions earned in the first 100 days of contract execution.

B. Notification of Collections. MSB will notify the City daily of any monies it receives from Defendants towards payments of obligations. By the fifteenth of each month, MSB will provide detailed reporting to the City to identify all cases known to be resolved during the prior month and to remit monies collected on the City's behalf. The City authorizes MSB to endorse negotiable instruments made payable to the City and provide to MSB in payment of fines collected and to deduct commissions due on those obligations paid directly to MSB from amounts collected by MSB. If MSB is required to invoice the City for commissions due, the City agrees to review the invoice and forward

payment to MSB within 30 days of receipt of the invoice. The City may, at its sole discretion, require MSB to instruct the defendant to forward all payments directly to the City or to accept all payments in behalf of the City. The City may require MSB to offer a local payment point to Defendants.

### **III. TERM OF AGREEMENT**

This Contract will remain in full force and effect for one (1) year with the option to renew for four (4) additional one (1) year periods under the same terms and conditions with the consent of both parties. Either party may terminate this agreement upon ninety (90) days notice in writing to the other party. Upon termination of this agreement, the accounts and any City funds held by MSB shall be returned to the City and MSB will receive no commission on subsequent monies collected.

Notices to MSB:           Municipal Services Bureau  
                                  8325 Tuscany Way, Bldg. 4 100  
                                  Austin, Texas 78754

Notices to Court:        Court Administrator  
                                  Wichita Municipal Court  
                                  455 N. Main Street, 2<sup>nd</sup> Floor  
                                  Wichita, Kansas 67202

### **IV. OTHER PROVISIONS**

A.           Indemnification. To the extent permitted by applicable law, MSB will indemnify and hold harmless the City from and against any and all loss, damages, liability, claims or injury resulting from all actions performed by MSB or its agents on MSB's behalf in connection with this Agreement; provided, however, that this Agreement shall not apply with respect to any erroneous information furnished to MSB by the City nor shall it apply to any act or omission of the City.

B.           Insurance. MSB maintains Professional Errors & Omissions Liability Insurance in the amount of \$1,000,000 and a Blanket Client Indemnity Bond in the amount of \$50,000 and agrees to continue these coverages for the term of this agreement.

C.           Confidentiality. Subject to subpoena or other court order and the Kansas Open Records Act, all reports, information, data and tapes furnished to MSB by the City shall be held in the strictest confidence; shall be deemed a public record exempt from disclosure; and shall be kept so the contents thereof shall not be known except to persons responsible for the administration and execution of this agreement, pursuant to this agreement. No report, information, data files or tapes furnished to, or prepared by MSB shall be made available to any individual or organization other than the City of Wichita Municipal Court, Controller or Internal Auditor.

D. Attachments. Attached hereto, and incorporated herein by this reference, are the City's Request for Proposal No. FP240037 and MSB's proposal dated June 5, 2012.

E. Addition of Collection Authority to Original Obligation Amount. For any collection authority or powers subsequently created by the Legislature that exceed the scope of this contract, the parties agree to amend this contract to conform to that new authority.

F. Compliance with EEO Policy Statement. MSB further agrees to implement and comply with the revised Non-Discrimination and Equal Employment Opportunity Statement for contracts and agreements as provided for in Exhibit A attached hereto.

G. Compliance with Local Laws. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

H. Assignability. MSB shall not assign an interest in this contract without prior written consent of the City.

I. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

**ATTEST:**

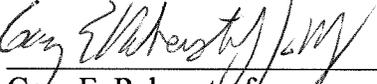
**THE CITY OF WICHITA**

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

**APPROVED AS TO FORM:**

**GILA LLC**

  
\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

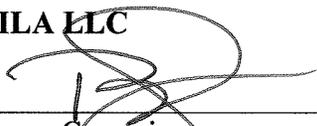
  
\_\_\_\_\_  
Bruce Cummings  
Chief Executive Officer

Exhibit A

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **Collection of Delinquent Court Fines & Fees Contract**

**RFP# 240037**

This Agreement is made and entered into this date of October 1, 2012, by and between Gila LLC d/b/a Municipal Services Bureau, a Texas limited liability company (hereinafter, "MSB"), and the City of Wichita, Kansas (hereinafter, the "City"), who agree as follows:

### **I. ADMINISTRATIVE RESPONSIBILITIES**

A. Defendant Contact. MSB will mail notices, telephone or otherwise contact Defendants with outstanding cases with the City of Wichita Municipal Court in order to attempt to notify defendants of the amount of their fines, fees, costs and restitution due ("obligation") with the City. The purpose of the contract is to offer defendants the opportunity to resolve their obligation voluntarily, before further action is contemplated by the City. The City will provide the name and last known address of the defendants, all information regarding the date(s) of the alleged violation(s), the date judgment was entered against the defendants in the court having jurisdiction over the matter or the date the citation was filed, and the amount of any such obligation(s). When appropriate, MSB will attempt to locate defendants when the last known address is invalid.

B. Correct Information. MSB will rely completely on the City to provide correct information about each debtor's existing case(s) and, specifically, about any dollar amount in question. The City will immediately update and correct any information it has provided to MSB. In particular, the City will immediately notify MSB of any payment or other satisfaction of indebtedness made directly to the City or any other action affecting the amount or timing of monies owed by any debtor to the City, including the receipt or notification of any debtor's retention of counsel or the filing or suggestion of bankruptcy by any debtor.

C. Defendants Referred to the City. Defendants who wish to resolve their obligation other than by payment to MSB will be referred to the City of Wichita Municipal Court or person designated by the City to respond to the defendants' request.

D. Credit Bureaus/Legal Action. The City authorizes MSB to report delinquent accounts to the credit bureau(s) of MSB's choice. For the purpose of effectuating legal action, MSB shall review accounts which reflect a balance of greater than \$2000. MSB shall attempt to determine if any such account is viable for legal collection activities. Should the City and MSB mutually agree that prosecution of a lawsuit is the proper course of action against a debtor to effect collection, MSB shall request written authorization from the City before proceeding and the parties shall agree in writing as to how the prosecution of the lawsuit will be effectuated. The City reserves the right to retain counsel, as it deems necessary, to effectuate prosecution of lawsuit or other legal

matters in the event MSB fails or is otherwise unable to facilitate the same for any particular account.

## II. COMMISSION ON FINES COLLECTED

A. Commission Rate. The City agrees to solely use MSB for outside collection services on all referred accounts unless granted written permission from MSB to utilize the services of a 3rd party. For all citations and/or court obligations submitted to MSB for collection or resolution for the which the City is paid (in whole or in part), regardless of whether payment is accepted directly by the City or by MSB on the City behalf, the City will pay to MSB, in Travis County, Texas, a 20 percent retained commission rate on the amount collected, including the entire backlog of previously-worked cases, of the amount collected. MSB is not due a fee of any kind if the case is resolved by a law enforcement agency or recalled/adjusted by the Court pursuant to judicial discretion.

In accordance with applicable Kansas law, a fee in the amount of twenty-five percent (25%) shall be added by the City to the total amount due from a debtor for those accounts which are referred to MSB for collection. The City may also instruct MSB to add the 25% fee upon MSB's receipt of case information from the City. The Court will pay to MSB a commission rate of twenty percent (20%) on the total amount of monies collected and/or received for accounts after the date the account is referred to MSB by the City (the "Commission Rate").

With respect to the Commission Rate, by way of example, if a debtor's original balance is \$100.00, a \$25.00 fee shall be added by the City to the original balance. Thereafter, if MSB collects \$125.00 and MSB's Commission Rate of 20% is applied to the account balance, MSB's fee will be \$25.00, regardless of whether payment is accepted directly by the City or accepted by MSB on the City's behalf. In this example, after deduction of MSB's commission, the amount due to the City will be \$100.00.

The City reserves the right to file actions for the collection of obligations using in-house counsel, and shall not pay a commission on obligations collected by this means. MSB agrees that the City shall not pay a commission on obligations collected via the Kansas Setoff Program or successor programs authorized and administered by the State of Kansas.

As a startup incentive MSB agrees to rebate 10% of commissions earned in the first 100 days of contract execution.

B. Notification of Collections. MSB will notify the City daily of any monies it receives from Defendants towards payments of obligations. By the fifteenth of each month, MSB will provide detailed reporting to the City to identify all cases known to be resolved during the prior month and to remit monies collected on the City's behalf. The City authorizes MSB to endorse negotiable instruments made payable to the City and provide to MSB in payment of fines collected and to deduct commissions due on those obligations paid directly to MSB from amounts collected by MSB. If MSB is required to invoice the City for commissions due, the City agrees to review the invoice and forward

payment to MSB within 30 days of receipt of the invoice. The City may, at its sole discretion, require MSB to instruct the defendant to forward all payments directly to the City or to accept all payments in behalf of the City. The City may require MSB to offer a local payment point to Defendants.

### **III. TERM OF AGREEMENT**

This Contract will remain in full force and effect for one (1) year with the option to renew for four (4) additional one (1) year periods under the same terms and conditions with the consent of both parties. Either party may terminate this agreement upon ninety (90) days notice in writing to the other party. Upon termination of this agreement, the accounts and any City funds held by MSB shall be returned to the City and MSB will receive no commission on subsequent monies collected.

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### **IV. OTHER PROVISIONS**

A.           Indemnification. To the extent permitted by applicable law, MSB will indemnify and hold harmless the City from and against any and all loss, damages, liability, claims or injury resulting from all actions performed by MSB or its agents on MSB's behalf in connection with this Agreement; provided, however, that this Agreement shall not apply with respect to any erroneous information furnished to MSB by the City nor shall it apply to any act or omission of the City.

B.           Insurance. MSB maintains Professional Errors & Omissions Liability Insurance in the amount of \$1,000,000 and a Blanket Client Indemnity Bond in the amount of \$50,000 and agrees to continue these coverages for the term of this agreement.

C.           Confidentiality. Subject to subpoena or other court order and the Kansas Open Records Act, all reports, information, data and tapes furnished to MSB by the City shall be held in the strictest confidence; shall be deemed a public record exempt from disclosure; and shall be kept so the contents thereof shall not be known except to persons responsible for the administration and execution of this agreement, pursuant to this agreement. No report, information, data files or tapes furnished to, or prepared by MSB shall be made available to any individual or organization other than the City of Wichita Municipal Court, Controller or Internal Auditor.

D. Attachments. Attached hereto, and incorporated herein by this reference, are the City's Request for Proposal No. FP240037 and MSB's proposal dated June 5, 2012.

E. Addition of Collection Authority to Original Obligation Amount. For any collection authority or powers subsequently created by the Legislature that exceed the scope of this contract, the parties agree to amend this contract to conform to that new authority.

F. Compliance with EEO Policy Statement. MSB further agrees to implement and comply with the revised Non-Discrimination and Equal Employment Opportunity Statement for contracts and agreements as provided for in Exhibit A attached hereto.

G. Compliance with Local Laws. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

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IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement on the day and year first above written.

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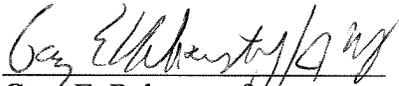
**THE CITY OF WICHITA**

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

**APPROVED AS TO FORM:**

**GILA LLC**

  
\_\_\_\_\_  
Gary E. Rebenstorff  
Director of Law

  
\_\_\_\_\_  
Bruce Cummings  
Chief Executive Officer

**REVISED NON-DISCRIMINATION AND  
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  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

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## **Collection of Delinquent Court Fines & Fees Contract**

**RFP# 240037**

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**ATTEST:**

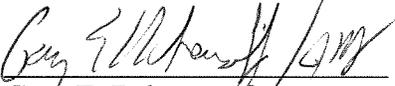
**THE CITY OF WICHITA**

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

**APPROVED AS TO FORM:**

**GILA LLC**

  
\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

  
\_\_\_\_\_  
Bruce Cummings  
Chief Executive Officer

Exhibit A

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CITY OF WICHITA**  
**City Council Meeting**  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Approval of offers for the 135<sup>th</sup> Street – Kellogg to Onewood Improvement Project (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the offers.

**Background:** On February 7, 2012, the City Council approved the design concept to improve 135<sup>th</sup> Street from West Kellogg to Onewood. The project will require a partial acquisition of six properties. The tracts consist of commercial, residential, and agricultural use. The proposed road improvement project includes widening 135<sup>th</sup> Street, improving area storm drainage, and adding sidewalks.

**Analysis:** As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations; the fair market value of the tracts to be acquired totals \$184,000. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$194,000 is requested. This includes \$184,000 for the acquisitions and \$10,000 for title work, surveys, closing costs and other administrative fees.

**Goal Impact:** The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

**Legal Considerations:** All agreements are subject to review and approval, as to form, by the Law Department.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the offers and; 2) Authorize the necessary signatures.

**Attachments:** Aerial map and tract list.

**135th: Kellogg to Onewood**

**OCA 707022**

8/29/2012

<u>Tract</u>	<u>Property Address</u>	<u>Key Number</u>	<u>Take Size in Sq. Ft.</u>	<u>Appraised Value</u>
1	1446 S 135th	AT-00546	250 SF	\$ 100
2	1200 Block S 135th	AT-00145-3	38,892 SF R/W; 9050 SF DEs & 150 SF TE	\$ 31,400
3	1151 S 135th	D-00991-UP	6585 SF R/W; 5798 SF DE & 150 SF TE	\$ 57,300
4	1200 Block S 135th	D-00995-UP	33,000 SF R/W 21,335 SF DEs; and 1200 SF TE	\$ 29,100
5	1305 S 135th	D-01000-UP	16650 SF R/W & 11,051 SF DE	\$ 49,300
6	1349 S 135th	D-00999-UP	2851 SF DE & 525 SF TE	\$ 16,800
				<u>\$ 184,000</u>

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council Members  
**SUBJECT:** 2013 Midwest Financial Investigations Task Force  
**INITIATED BY:** Wichita Police Department  
**AGENDA:** Consent

---

**Recommendation:** Approve the agreements and authorize the appropriate signatures.

**Background:** Since 2009, at the request of the Internal Revenue Service (IRS) and the United States Attorney's Office, the Wichita Police Department has participated in the Midwest Financial Investigations Task Force. The Task Force focuses on criminal investigations involving suspicious financial transactions, and provides a unique investigative approach to crime in our community, not available through other means. The Wichita Police Department has one Special Investigations detective assigned to work with IRS and U.S. Attorney's Office on the Task Force.

The Task Force investigates suspicious transactions involving large sums of money. By federal law, specific criteria exist that make it compulsory for banks with Federal Deposit Insurance Corporation (FDIC) status to notify the IRS and local police about certain transactions. The IRS, in conjunction with local police/sheriff, may then investigate the "money trail" of these transactions to see if they are connected to illegal activities.

In the event the cash transaction result from criminal activity (drug sales, tax evasion, etc.) the Task Force, through the IRS, may federally seize the money and file asset forfeiture paperwork to confiscate the money. The current agreement is scheduled to extend through September 30, 2013.

**Analysis:** As a member of the Midwest Financial Investigations Task Force, the Federal government reimburses the Wichita Police Department for overtime and operating expenditures incurred by the detective assigned to the Task Force. The reimbursement is dependent on hours worked, with a total authorized budget of \$30,000. In addition, the Wichita Police Department is eligible to participate in the distribution of forfeiture proceeds from Task Force investigations.

**Financial Consideration:** There is no direct fiscal cost to the Police Department from this agreement. Any additional costs incurred will be reimbursed by the federal government.

**Goal Impact:** Provide a Safe and Secure Community.

**Legal Consideration:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreements and authorize the appropriate signatures.

**Attachments:** Midwest Financial Investigations Task Force Memorandum of Understanding and Agreement between Treasury Law Enforcement Agencies and Local, County, and State Law Enforcement Agencies for the Reimbursement of Expenses.

**Midwest Financial Investigations Taskforce  
FINANCIAL CRIMES TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PURPOSE**

This Memorandum of Understanding (MOU) is executed in order to memorialize the agreement and set forth the terms and conditions between the Internal Revenue Service, Criminal Investigation (IRS-CI) and Wichita Kansas Police Department (hereinafter known as “the Department”), which have agreed to combine investigative efforts with the following agencies/departments in the St. Louis Field Office (hereinafter know as “the Field Office”),

Internal Revenue Service, Criminal Investigation

|

**AUTHORITY**

The Secretary has authority to investigate money laundering operations under 18 U.S.C. Sections 981, 1956(e) and 1957(e). The Secretary has delegated that authority to the Commissioner of IRS where the underlying conduct is subject to investigation under the Internal Revenue Code, or the Bank Secrecy Act, as amended, 31 U.S.C Section 5311- 5332. Treasury Directive (T.D.) 15-42: "Delegation of Authority to Commissioner to Investigate Violations of 18 USC 1956 and 1957". The Secretary has also delegated to the Commissioner of IRS the authority to investigate possible criminal violations of 31 Code of Federal Regulations (CFR) Part 103. Treasury Directive (T.D.) 15-41 (Dec. 1, 1992).

**MISSION OF THE TASK FORCE**

The mission of the Task Force will be to develop and assist with criminal investigations and asset forfeitures of illegal activities within the Field Office. The emphasis of the Task Force is to pursue investigations on individuals and organizations that will result in criminal prosecutions and large asset forfeitures in investigations arising out of the analysis of Suspicious Activity Reports (SARs) filed by financial institutions pursuant to Title 31 of the United States Code. The Task Force will work in coordination with the United States Attorney’s Office(s) within the Field Office to determine the types of activities that merit investigation and are allied to the investigation and prosecution strategy.

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## PERSONNEL

- 1) During the period of the assignment, the representatives remain under the supervision of their respective departments. However, the day-to-day supervision of employees shall rest with the Task Force Supervisory Special Agent (SSA).
- 2) IRS-CI, will assign one SSA and one or more Special Agents as needed by the Task Force. IRS-CI will be responsible for the management, supervision and coordination of all investigative and operational activities. The United States Attorney will also designate a point of contact for consultation regarding the selection of targets for investigation, and for obtaining legal assistance in such investigations, including but not limited to grand jury subpoenas, tax disclosure orders, ex parte orders (other than tax), search and seizure warrants and any motions or pleadings required by the Civil Asset Forfeiture Reform Act (CAFRA).
- 3) Task Force personnel shall adhere to all Department of Treasury and IRS-CI policies and procedures. Where Treasury and/or IRS-CI policies are in conflict with the policies and procedures of the member's department, the Department may request in writing to the Task Force SSA that its employee follow the policies and procedures of the Department. If the Task Force SSA does not assent to the request, the Special Agent in Charge (SAC) and Chief Law Enforcement Officer of the respective department will resolve the matter. Failure to adhere to established policies and procedures may be grounds for immediate removal of the officers from the Task Force.
- 4) Personnel assigned to the Task Force shall be designated as full or part time in accordance with an agreement with their respective departments. It is understood that personnel assigned to the Task Force may continue to have duties (training, administrative duties, etc.) that are linked to their respective departments.
- 5) It is agreed that the Task Force SSA will contact the immediate supervisor (or other department designee) of any personnel assigned whose performance or conduct is questioned. The matter will be addressed in coordination with the department supervisor/designee.
- 6) During the period of assignment, each department representative will report to his/her department for personnel administrative matters. Each department shall be responsible for pay, overtime, annual leave, performance evaluations, insurance coverage and other benefits of its employees. Upon the establishment of a State and Local Overtime (SLOT) Agreement, departments will be reimbursed for overtime and related travel, as well as, lease expenses for

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vehicles for full time task force officers from the Treasury Forfeiture Fund, upon submission of Department of Treasury Form 9972, Request for Reimbursement of Joint Operation Expenses. This form, with necessary documentation, will be submitted monthly to the IRS-CI Task Force Coordinator.

- 7) Task force operations shall be conducted as joint operations with all participating agencies/departments acting as partners in the endeavor.
- 8) The Task Force SSA shall be a member of IRS-CI. The SSA shall be responsible for the day-to-day administration of the Task Force and with the input of the participating agencies/departments, shall establish the direction and any internal policy for the Task Force.

## **ADMINISTRATIVE ISSUES**

- 9) Computer equipment and Travel:
  - a. All computer and related equipment assigned to the Task Force personnel will be used for official purposes only, and remains the property of the Task Force.
  - b. All Task Force Officers will adhere to his/her local agency policy while traveling armed. Task Force Officers when traveling by air will not utilize the IRS issued Unique Federal Agency Number (UFAN).
- 10) The IRS-CI Task Force Coordinator will be responsible for the oversight and administration of all equitable sharing distributions.
- 11) The Task Force will be located at 271 West 3rd Street North, Wichita, KS. IRS-CI will provide all necessary secretarial, clerical, automation and technical support (regarding IRS-CI issued equipment) for the Task Force.
- 12) In no event will the member departments charge IRS-CI for administration or implementation of this memorandum of understanding.
- 13) All members of the Task Force agree not to knowingly act unilaterally on any matter affecting the task force without first coordinating with the IRS-CI SSA.

## **STATE AND LOCAL LAW ENFORCEMENT DETAIL TO IRS-CI**

- 14) Personnel from state and local law enforcement departments assigned full or part time to the Task Force shall be detailed, per 5 USC §3374(a)(2), as IRS-CI Task Force Officers.

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- 15) No action will be taken by any task force officer, utilizing their authority, under 26 USC § 7608(b) (1) and (2), without approval of the IRS-CI SSA.

## **INVESTIGATIVE MATTERS**

- 16) IRS-CI will provide the necessary funds for the investigative expenses, and for the purchase of evidence and information that relates to investigations and intelligence gathering (unless the cost is considered a grand jury expense).
- 17) The Task Force investigative procedures will conform to the requirements for Federal prosecutions. All prosecutions shall be initially referred to the United States Attorney's Office(s) within the Field Office. The United States Attorney's Office may then recommend referral for state charges. In the event that prosecution does not lie with that office, or there is a conflict as to the proper venue or jurisdiction, any dispute shall be resolved by agreement of all parties having an interest in the investigation.
- 18) Access to and use of task force records will be in accordance with Federal Law and Department of Treasury and IRS-CI regulations and policy, including but not limited to the Freedom of Information and Privacy Acts.
- 19) The IRS is responsible for tax administration and the investigation of criminal violations of the Internal Revenue Code, (Title 26, United States Code). Internal Revenue code, Section 6103, restricts the disclosure of tax or tax return information except as provided by Section 6103. Reports recommending the prosecution of persons for criminal tax violations are subject to review by IRS Criminal Tax Counsel. Prosecution reports must also be referred to the Department of Justice (Tax Divisions) for their review and approval prior to prosecution.

## **INFORMANTS**

- 20) All confidential and cooperating witnesses exclusively developed through the Task Force will be opened as IRS-CI informants, sources, assets or cooperating witnesses, and handled in accordance with IRS-CI guidelines, policy and procedures.
- 21) IRS-CI, as permitted by Federal law, agrees to pay reasonable and necessary informant expenses incurred by the Task Force. IRS-CI must approve all informant related expenses before they are incurred.

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## **FORFEITURE**

- 22) Assets seized in connection with the Task Force will be forfeited under Federal and/or State laws. The Agreement between the IRS-CI and the Department, which have agreed to combine investigative efforts with the above named agencies/departments within the Field Office, for Equitable Sharing from Asset Seizure and Forfeiture, will be determined by agreement of all parties having an interest in the forfeiture.
- 23) All sharing will be within the discretionary authority of the Department of Treasury, as provided by 31 U.S.C. § 9703 (a)(1)(G) and (h), 18 U.S.C. 981(e)(2), and the Secretary of the Treasury's Guidelines for Equitable Sharing.
- 24) Any release of information to the media or through a press conference concerning task force investigations will be agreed to and coordinated jointly by the participating task force agencies/departments. No release may be made by any agency/department without the prior approval of the other task force agencies/departments. Generally, the United States Attorney's Office will be the lead concerning press releases pertaining to any arrest, convictions or seizure developed by the Task Force.
- 25) All task force related travel will require the approval of the agency employing the individual. All individuals will be responsible for securing his/her own agency/department approval for all travel.
- 26) For international travel, the IRS will obtain country clearances for all task force members. For domestic travel, each agency/department member will be responsible for appropriate notifications within their own agency/department.
- 27) Upon approval of a SLOT Agreement, reimbursement for investigation related and training travel will be requested from the Treasury Asset Forfeiture Fund. Each participating agency/department will submit required documentation to IRS-CI coordinator monthly for travel reimbursement.

## **LIABILITY**

- 28) Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the U.S. is determined by the Department of Justice (DOJ) on a case-by-case basis. The IRS cannot guarantee the U.S. will provide legal representation to any Federal or State law enforcement officer or employee.

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- 29) For the limited purpose of defending claims, arising out of TASK FORCE activity, state officers who have been specifically detailed, and who are acting within the course and scope of their official duties and assignments, pursuant to this MOU, may be considered an "employee" of the U.S. government, as defined in 28 U.S.C., Section 2671.
- 30) Liability for any negligent or willful acts of TASK FORCE members, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency/department involved.
- 31) Liability for violations of Federal constitutional law rests with the individual Federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C., Section 1983 for state officers or cross-detailed federal officers.
- 32) Task force officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R., Sections 50.15, 50.16.
- 33) If a task force officer is found to be liable for a constitutional tort, he/she may request indemnification from Department of Justice to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R., Section 50.15(c)(4).

## **DURATION**

- 34) The term of this MOU shall be for a period of two years from the date signed. Upon termination of the Task Force, or withdrawal by a department, all equipment and IRS-CI credentials will be returned to IRS-CI.
- 35) The provisions of the LIABILITY section will continue until all potential liabilities have lapsed.

## **OTHER PROVISIONS**

- 36) To the extent, there is any conflict between Federal law and the law of The State of Kansas, Federal law controls. While state law may be used to aid in the interpretation of provisions of the MOU, which are not specifically covered by Federal law, it cannot be used to the extent it is inconsistent with any Federal law.

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- 37) The terms of this Agreement are not intended to alter, amend, or rescind any current agreement or provision of Federal law now in effect. Any provision of this MOU, which conflicts with Federal law, will be null and void.
- 38) This MOU does not confer any rights or benefits on any third party.
- 39) This Agreement may be amended at any time by mutual written consent of all Parties.
- 40) Should any provision of this MOU be construed or deemed invalid or unenforceable, by reason of the operation of any law or be reason of the interpretation placed thereon by any court, this MOU shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative. The invalidity of such provision shall not affect the validity of any remaining provision hereof and all other provisions hereof which are otherwise lawful and valid shall remain in full force or effect.
- 41) The undersigned agree that their agency/department will participate in the Financial Crimes Task Force, and agrees that their agency/department will abide by the policies set forth herein this agreement.

## **MODIFICATIONS**

- 42) This memorandum of understanding may not be modified, except by addendum with written consent of all involved agencies/departments. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing in an addendum and signed by an authorized representative of each participating agency/department.

---

Printed Name: Norman D. Williams    Date:  
Title: Chief  
Agency/Department: Wichita Kansas Police Department

---

Printed Name: Stephen Boyd    Date:  
Title: Special Agent in Charge  
Field Office: St. Louis  
Agency/Department: Internal Revenue Service, Criminal Investigation

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**AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES  
and  
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES FOR THE  
REIMBURSEMENT OF EXPENSES**

\*\*\*\*\*

This agreement is entered into by the WICHITA KANSAS POLICE DEPARTMENT (herein after "agency") and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the agency in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the Treasury law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and is valid until termination by mutual agreement of the agency and the Internal Revenue Service, Criminal Investigation or upon 30 day written notice by either party to this agreement.

II. AUTHORITY

This agreement is established pursuant to the provisions of Title 31, U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the agency and the Internal Revenue Service, Criminal Investigation, for the reimbursement of certain overtime and other expenses pursuant to Title 31, U.S.C. § 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The name of this Task Force is Midwest Financial Investigative Task Force

V. CONDITIONS AND PROCEDURES

A. Assignment of AGENCY Officers

To the maximum extent possible, agency shall assign dedicated officer(s) to the Task Force/Joint Operations via the Form 9973, Reimbursement Request for Overtime Cost and Authorized Expenses form.

The agency shall provide the Internal Revenue Service, Criminal Investigation with the names, titles, badge or ID numbers, and date of last firearms qualification of the officer(s) assigned to the Task Force/Joint Operation in an attachment to this agreement.

B. Requests for Reimbursement of Overtime Expenses

1. The agency may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a

Joint Task Force/Operation with the Internal Revenue Service, Criminal Investigation, for the purpose of conducting official Treasury investigations.

2. The agency shall provide the Internal Revenue Service, Criminal Investigation, within 10 days of the signing of this agreement, a mandatory ACH Vendor Payment Enrollment Form for Electronic Funds Transfer.
3. Invoices submitted for the payment of overtime to agency officer(s) shall be submitted on the agency's letterhead with appropriate justification material attached; i.e. receipts, work hours, rental car invoices, etc. The invoice shall be signed by an authorized representative of that agency.
4. The agency will submit all requests for reimbursable payments together with appropriate documentation to their local Internal Revenue Service, Criminal Investigation field office.

The agency shall certify that the request is for overtime expenses incurred by the agency for participation with a joint operation conducted with the Internal Revenue Service, Criminal Investigation. The agency shall also certify that requests for reimbursement of overtime expenses have not been made to other federal law enforcement agencies who may also be participating with the task force/joint operation.

The agency acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force/joint operation and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the agency must be approved and certified by the Internal Revenue Service, Criminal Investigation, which will countersign the invoices for payment.
6. All requests for reimbursement of costs are to be received by the Internal Revenue Service, Criminal Investigation no later than 15 days after the previous month end. These requests for reimbursement are to be for a full month time period, from the first day to the last day of the month.
7. The maximum reimbursement entitlement for overtime costs to any one law enforcement officer cannot exceed \$15,000.00 per fiscal year. This document does not obligate funds. Funding authority and monetary amounts will be provided through Form 9974, Request to Establish Reimbursement.
8. The monetary obligation may be adjusted at anytime by the Internal Revenue Service, Criminal Investigation based upon the following:
  - A) The Internal Revenue Service, Criminal Investigation may modify the total dollar obligation, resulting in an increase or decrease, if it determines that the original obligated amount is not commensurate with the rate of reimbursable requests, based on its analysis of submitted reimbursement requests.
  - B) The adjustments to the monetary obligation may result in a partial and/or total reduction of reimbursement funds requested. Any modification made to an authorized agreement will be documented in writing and immediately provided to the impacted state and local agency.



City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Floodway Crossing from I-235 By-pass to 13<sup>th</sup> Street (Districts V and VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the budget revision.

**Background:** On March 10, 2009, the City Council approved the design concept for a bridge across the Wichita-Valley Center Floodway (Big Ditch) connecting the I-235 By-pass to 13<sup>th</sup> Street on the west side of the Big Ditch. On July 21, 2009, the City Council approved \$5 million to fund project design and right of way acquisition. An additional \$5 million was approved by the City Council on May 24, 2011, to fund continued right of way purchases as well as to fund Phase I of construction: improvements to the 13<sup>th</sup> and Ridge Road intersection. To complete right of way purchases and the 13<sup>th</sup> and Ridge Road improvements, an additional \$5 million was approved by the City Council on October 25, 2011. Phase 2 of the project is the realignment of Hoover from 9<sup>th</sup> to 13<sup>th</sup> and Phase 3 is the construction of the bridge over the Floodway and the entrance and exit ramps from I-235 to 13<sup>th</sup>. Additional funding is needed at this time to begin the construction of Phases 2 and 3.

**Analysis:** The proposed improvements constructed with Phase 2 will be the realignment and paving of Hoover Road from 9<sup>th</sup> to 13<sup>th</sup>. The proposed improvements constructed with Phase 3 will be a crossing at the Wichita-Valley Center Floodway that will connect north bound traffic on the I-235 By-pass to west bound traffic on 13<sup>th</sup> Street and east bound traffic on 13<sup>th</sup> Street to south bound traffic on I-235. Phase 2 will be bid and construction engineering overseen by the City of Wichita while Phase 3 will be bid and overseen by the Kansas Department of Transportation (KDOT). Construction for both phases is slated to begin in the winter of 2012, pending completion of right-of-way acquisition and utility relocation.

KDOT will require standard agreements to be signed throughout the course of the Phase 3 project. Design needs may require the acquisition and/or granting of easements as well as utility relocation agreements and/or compensation for the same.

**Financial Consideration:** The Council previously approved \$15,000,000 for this project. At this time the remaining \$35,000,000 is requested to start construction of Phases 2 and 3. This brings the total budget to \$50,000,000. The funding is included in the Adopted 2011-2020 Capital Improvement Program. The funding source is the Local Sales Tax Fund, which receives the City's share of distributions from the countywide one cent sales tax.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by constructing an additional connection from the I-235 By-pass to west Wichita.

**Legal Considerations:** The amending resolution has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the revised budget, adopt the amending resolution, authorize construction and authorize the signing of County/State/Federal agreements and authorize the signing of encroachment/utility agreements as required.

**Attachments:** CIP sheet and resolution.

**PROJECT AUTHORIZATION**

**CITY OF WICHITA**

USF: \_\_\_\_\_  
 To Initiate Project \_\_\_\_\_  
 To Reviser Project  X

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies
4. File original w/ initiating resolution in City Clerk
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location			
Public Works & Utilities	Eng & Arch	03/17/2017	13th and 11th Street Overpass			
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date			
0		2017				
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Budget				
		12A.				
	12. Project Cost Estimate					
<b>ITEM</b>	<b>GO</b>	<b>KDOT</b>	<b>T&amp;T</b>	<b>TOTAL</b>	<b>Yes</b>	<b>No</b>
Right of Way					Planting Required	
Paving, curbs & const.					Lot Sale	
Bridge					Petition	
Drainage					Ordered by WCC	
Sanitary Sewer						
Sidewalk					Remarks:	
Water						
Freeway			\$50,000,000	\$50,000,000		
<b>Totals</b>			<b>\$0,000,000</b>	<b>\$0,000,000</b>	472-84817	
Total CIP Amount Budgeted						
Total Prelim. Estimate						

13. Recommendation: Approve the budget revision and adopt the amending resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132001

**Published in the Wichita Eagle on September 21, 2012**

RESOLUTION NO. 12-215

**A RESOLUTION AMENDING RESOLUTION NO. 11-256 AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT A FREEWAY INTERCHANGE AT THE I-235 FREEWAY AND 13TH STREET (427-84817).**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 1 of Resolution No. **11-256** is hereby amended to read as follows:

“SECTION 1. Section 1 of Resolution No. **11-124** is hereby amended to read as follows:

SECTION 1. SECTION 2 of Resolution No. **09-223** is hereby amended to read as follows:

“SECTION 2. The cost of the above described improvements is estimated to be **Fifty Million Dollars (\$50,000,000)** exclusive of the interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds.”

SECTION 2. The original Section 1 of Resolution No. **11-256** is hereby rescinded.

SECTION 3. The City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of September, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** Lift Station Removal and Sanitary Sewer Extension between Savanna at Castle Rock Ranch 7<sup>th</sup> Addition and Stonebridge 2<sup>nd</sup> Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the project.

**Background:** In 2001, the City of Wichita purchased the Four Mile Creek sewer system and facilities from Sedgwick County. Included in the acquisition is a sanitary sewer lift station located at 1600 North Freedom Road, serving portions of the Savanna at Castle Rock Ranch developments east of 143<sup>rd</sup> Street East and north of 13<sup>th</sup> Street North. Since 2001, development has brought gravity sewer through the nearby Stonebridge Addition, located east of the lift station. This gravity sewer has the depth to allow for the removal of the lift station, which would also require a short extension of a sewer main to connect gravity sewer between the developments.

**Analysis:** The lift station is in need of an upgrade if it is to remain in service. It is an older model Sedgwick County lift station and does not have the same equipment as the City's standard lift stations. All lift stations have ongoing operating, maintenance and staff costs. Maintenance expenses and risks are higher than usual for this lift station because of the age, style and lead time to order non-standard parts. The opportunity to remove this outdated lift station will save future ongoing expenses and eliminate the chance of a mechanical failure that could become an emergency situation if repairs cannot be made quickly. The sewer main is in excess of 20 feet deep and the recent construction of homes in Stonebridge 2<sup>nd</sup> Addition now makes it imperative to complete this project as soon as possible. Development in the area increases the cost of the project due to access issues, increased site restoration expenses, increased complexity and increased disruption to area residents.

**Financial Considerations:** This project was initially set up as a sub-fund of the 2007 S-5 Capital Improvement Program (CIP), Mains for Future Development for \$275,000 with the intent of funding design, easement acquisition and construction, but was subsequently put on hold. It is anticipated that development in the area has now increased the project cost.

The 10-year CIP includes \$250,000 for a project to remove the lift station and extend pipe to connect the existing gravity sewers. The project will be funded from future Sewer Utility revenue bonds and/or Sewer Utility cash reserves.

To ensure adequate funding, it is recommended that the \$250,000 programmed CIP funds be combined with the remaining budget of \$254,000 from the previously approved 2007 S-5 funds providing a total project budget of \$504,000. The Council is asked to waive the "Use of Project Savings" policy that was approved with the Adopted 2009-2018 Capital Improvement Program to fund the lift station upgrade at 1600 North Freedom Road.

**Goal Impact:** This project addresses the Ensure Efficient Infrastructure goal by providing reliable sewer service to Public Works and Utilities customers.

**Legal Considerations:** The resolution has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the project, adopt the resolution and authorize the necessary signatures.

**Attachments:** Resolution and Notice of Intent.

OCA: xxxxxx

(Published in the Wichita Eagle, on September 21, 2012.)

**NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$504,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.**

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-216, duly adopted September 18, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Stonebridge Lift Station Removal (S-023) (called the "Project"). The total costs of the Project are estimated to be five hundred four thousand dollars (\$504,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$504,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on September 18, 2012.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

## RESOLUTION NO. 12-216

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$504,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility"; and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City of Wichita, Kansas (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1.** Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Stonebridge Lift Station Removal (S-023) (the "Project"). The total costs of the Project are estimated to be five hundred four thousand dollars (\$504,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

**SECTION 2.** It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

**SECTION 3.** It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed five hundred four thousand dollars (\$504,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

**SECTION 4.** It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue

bonds.

**SECTION 5.** This Resolution shall be in force and take effect from and after its adoption and approval.

**ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on September 18, 2012.**

(Seal)

\_\_\_\_\_  
CARL BREWER, Mayor

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
GARY E. REBENSTORF, Director of Law

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** ZON2012-00021 – City zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") generally located south of 25<sup>th</sup> Street North and east of Salina Ave. (1212 West 25<sup>th</sup> Street North). (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** Approve (12-0).

**DAB VI Recommendation:** Approve (6-0).

**MAPD Staff Recommendation:** Approve.



**Background:** The applicant requests a zone change from SF-5 Single-family Residential (“SF-5”) to GO General Office (“GO”) on a one-acre site along the north property line of the Henry Roe Cloud Addition, home of the Cloud Elementary School. The subject site is located south of 26<sup>th</sup> Street North and east of Salina Ave. The applicant proposes to develop the property with a medical facility in association with Cloud Elementary School. An elementary school is a permitted use under the existing SF-5 zoning; the proposed medical clinic requires a change in zoning. The application area is owned by USD 259 who will maintain ownership of the property.

The medical facility will be opened year round and will serve Cloud Elementary School students, faculty and the surrounding neighborhood. Development on the site will be required to meet screening, building height, dumpster location, landscaping, parking and all other requirements of the Unified Zoning Code. To fit the proposed clinic building on the site, the applicants requested a variance of the building setback along the north property line, reducing the building setback from 20 to eight feet. This variance will be heard by the Board of Zoning Appeals on September 25<sup>th</sup>, 2012. A temporary/portable school building will be removed from the site to accommodate the proposed clinic building and associated parking. See the proposed site plan attached to this report.

**Analysis:** At the MAPC meeting held August 16, 2012, the MAPC voted (12-0) to approve the request for GO zoning. No citizens spoke at the MAPC hearing regarding this request. District Advisory Board (DAB) VI heard this request on August 6, 2012. The DAB voted (6-0) to approve the request, no citizens spoke in opposition to the request. No protests were received during the two-week protest period following the MAPC hearing.

**Financial Considerations:** There are no financial considerations in regards to the zoning request.

**Goal Impact:** The application will promote Economic Vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

**Attachments:**

- Ordinance
- DAB Memo
- MAPC Minutes

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2012-00021

Zone change request from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") on properties described as:

That part of Lot 1, Henry Roe Cloud Addition, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence easterly along the most westerly segment of the north line of said Lot 1, 408.62 feet for a point of beginning; thence continuing easterly along the north line of said lot 1, 196.38 feet to the point of curvature of a tangent curve to the left in said north line; thence easterly along said curve, through a central angle of 13°31'27" and having a radius of 128.33 feet, an arc distance of 30.29 feet to a deflection corner in said north line; thence southerly along a segment of the north line of said Lot 1, 199.56 feet; thence westerly parallel with the most westerly segment of the north line of said Lot 1, 225.85 feet; thence northerly, 196.00 feet to the point of beginning.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**EXCERPT MINUTES OF THE AUGUST 16, 2012 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2012-21** – City zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") for a medical clinic on an elementary school site on property described as:

That part of Lot 1, Henry Roe Cloud Addition, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Lot 1; thence easterly along the most westerly segment of the north line of said Lot 1, 408.62 feet for a point of beginning; thence continuing easterly along the north line of said lot 1, 196.38 feet to the point of curvature of a tangent curve to the left in said north line; thence easterly along said curve, through a central angle of 13°31'27" and having a radius of 128.33 feet, an arc distance of 30.29 feet to a deflection corner in said north line; thence southerly along a segment of the north line of said Lot 1, 199.56 feet; thence westerly parallel with the most westerly segment of the north line of said Lot 1, 225.85 feet; thence northerly, 196.00 feet to the point of beginning.

**BACKGROUND:** The applicant requests a zone change from SF-5 Single-family Residential ("SF-5") to GO General Office ("GO") on a one-acre site along the north property line of the Henry Roe Cloud Addition, home of the Cloud Elementary School. The subject site is located south of 26<sup>th</sup> Street North and east of Salina Ave. The applicant proposes to develop the property with a medical facility in association with Cloud Elementary School. An elementary school is a permitted use under the existing SF-5 zoning; the proposed medical clinic requires a change in zoning. The application area is owned by USD 259 who will maintain ownership of the property.

The medical facility will be opened year round and will serve Cloud Elementary School students, faculty and the surrounding neighborhood. Development on the site will be required to meet screening, building height, dumpster location, landscaping, parking and all other requirements of the Unified Zoning Code. To fit the proposed clinic building on the site, the applicants requested a variance of the building setback along the north property line, reducing the building setback from 20 to eight feet. This variance will be heard by the Board of Zoning Appeals on August 28<sup>th</sup>, 2012. A temporary/portable school building will be removed from the site to accommodate the proposed clinic building and associated parking. See the proposed site plan attached to this report.

Property north of the site, across 26<sup>th</sup> Street North, is zoned SF-5 and is developed with a single-family neighborhood. South and west of the application area is the SF-5 zoned Cloud Elementary School. East of the site is an SF-5 zoned park, community center and swimming pool.

**CASE HISTORY:** The site is described as Lot 1, Henry Roe Cloud Addition to Wichita, recorded in 1977.

**ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5	Elementary school
EAST:	SF-5	Community center, park, swimming pool
WEST:	SF-5	Elementary school

**PUBLIC SERVICES:** West 26<sup>th</sup> Street North is a paved, two-lane local street with a 60-foot right of way. All other utilities are available at the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Major Institutional" use. Major Institutional is

a category that includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request for the GO General Office (“GO”) zoning be **APPROVED.**

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property north of the site, across 26<sup>th</sup> Street North, is zoned SF-5 and is developed with a single-family neighborhood. South and west of the application area is the SF-5 zoned Cloud elementary school. East of the site is an SF-5 zoned park, community center and swimming pool.
2. **The suitability of the subject property for the uses to which it has been restricted:** The subject site is zoned SF-5 Single-Family Residential, and is developed with an elementary school and associated facilities. The property could continue to be used as zoned.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The screening, lighting, and compatibility standards of the Unified Zoning Code and the landscaped street yard requirements of the Landscape Ordinance will mitigate any possible noise, lighting, and other activity from impacting the single-family residences across 26<sup>th</sup> Street North. The elementary school and community center adjacent to this site are compatible with the surrounding residential neighborhood; these institutional uses have existed at this location for many years. The proposed medical clinic is an institutional use similar to the school and community center, it will be significantly smaller than these two existing institutions, and should have a marginal impact at most on the surrounding neighborhood.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Major Institutional” uses. Major Institutional is a category that includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities.
5. **Impact of the proposed development on community facilities:** Approval of the request should have no impact on community facilities. The proposed medical clinic will become a community facility serving the immediate surrounding neighborhoods.

JESS MCNEELY, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

JOHNSON moved, D. SHERMAN seconded the motion, and it carried (12-0).



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## INTEROFFICE MEMORANDUM

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**TO:** MAPC Members

**FROM:** Terri Dozal, Neighborhood Assistant, District VI

**SUBJECT:** ZON2012-00021 City request for a zone change from SF-5 Single-Family Residential ("SF-5"), 1 to GO General Office ("GO"), generally located on south of 25<sup>th</sup> Street North and east of Salina Ave. 1212 W. 25<sup>th</sup> St. North.

**DATE:** August 9, 2012

On Monday August 6, 2012 the District VI Advisory Board (DAB) considered City request for a zone change from SF-5 Single-Family Residential ("SF-5"), 1 to GO General Office ("GO"), generally located on south of 25<sup>th</sup> Street North and east of Salina Ave.

The members were provided the MAPD staff report for review prior to the meeting. *Jess McNeely, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- When will the groundbreaking be?
- Is there any neighborhood opposition?
- How much traffic will this cause for the residential streets?
- Will there be evening hours of operation?
- This is awesome as it will be easy for parents and kids.

There were no public to speak in favor or opposition of this request.

\*\*\*\***Action:** The District VI Advisory Board members made a motion to recommend to City Council **Approval (6-0)** for the GO General Office zoning, subject to the findings listed in the staff report.

Please review this information when ZON2012-00021 is considered.

mtd

City of Wichita  
City Council Meeting  
September 18, 2012

**TO:** Mayor and City Council

**SUBJECT:** VAC2012-00028 - Request to vacate a portion of a platted sewer easement; generally located on the east side of Oliver Avenue, south of 13<sup>th</sup> Street North. (District I)

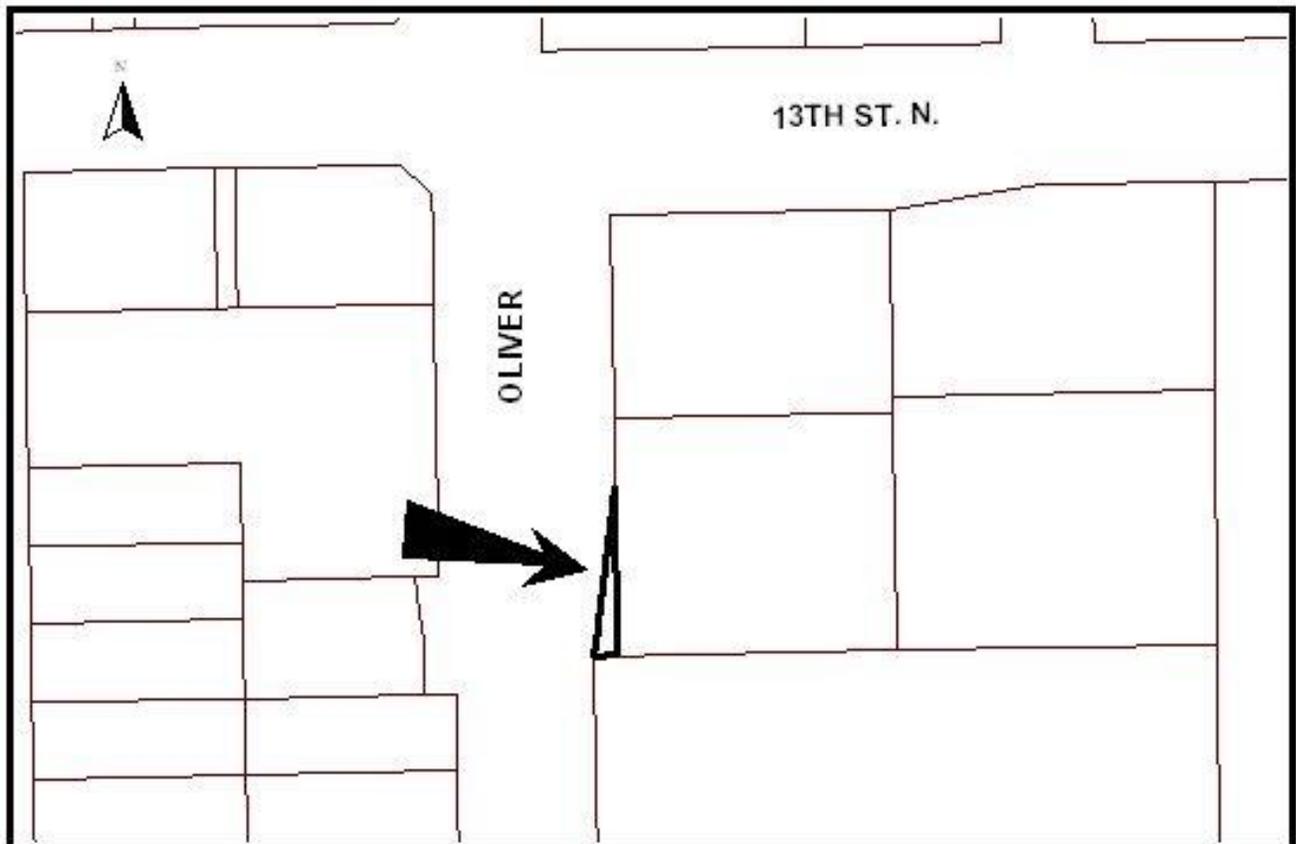
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request.



**Background:** The applicant proposes to vacate a triangular shaped portion of the platted sewer easement that runs parallel to the south portion of the west lot line of the LC Limited Commercial zoned (“LC”) Lot 27, Block 1, Williamsburg Addition. The Williamsburg Addition was recorded with the Register of Deeds January 6, 1985. An additional 10-foot wide easement dedicated by separate instrument that runs parallel to the platted easement was recorded with the Register of Deeds, July 25, 1985; FILM 740 - Page 1458. There are no utilities in the described portion of the platted easement.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant’s expense.

**Goal Impact:** The application supports the City’s goal to ensure Efficient Infrastructure.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the MAPC and approve the Vacation Order, and authorize the necessary signatures.

**Attachment:** None.

Wichita, Kansas  
September 17, 2012  
10:00 a.m., Monday  
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry Wadle, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, Purchasing, representing Purchasing, Jason Earl, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated, September 10, 2012, were read and on motion approved.

Bids were opened on September 14, 2012 pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/OPERATIONS DIVISION: Roof Replacements at Mid-Continent Airport.**

Larry Walty Roofing and Guttering Inc. - \$139,676.00 Base Bid  
\$2.50 Option 1 - per Square Feet  
\$12.16 Option 2- per Linear Foot  
\$27.00 Option 3- per Square Feet  
\$8.00 Option 4- per Square Feet  
\$10.00 Option 5- per Square Feet

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

---

Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

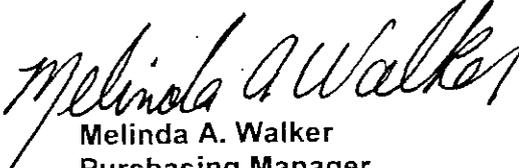
TO: Robert Layton, City Manager  
 DATE: September 17, 2012

**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**  
September 14, 2012

Roof Replacements at Mid-Continent Airport  
 Larry Walty Roofing & Guttering, Inc.

Base Bid	\$139,676.00
Option 1 (Add) (Per Square Feet)	\$2.50
Option 2 (Add) (Per Linear Foot)	\$12.16
Option 3 (Add) (Per Square Feet)	\$27.00
Option 4 (Add) (Per Square Feet)	\$8.00
Option 5 (Add) (Per Square Feet)	\$10.00

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.

  
 Melinda A. Walker  
 Purchasing Manager



**Bid Results**

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation: FB240138**   **Roof Replacements @ Mid-Contient Airport**   **Close Date/Time: 9/14/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**  
**Award Method: Group**  
**Department: Airport Operations**

[Return to the Bid List](#)

**Responses: 4**

Vendors	Complete	Bid Total	City Comments
<a href="#">LARRY WALTY ROOFING &amp; GUTTERING INC</a>	Complete	\$139,735.66	Award 9-18-12 Base Bid with Options 1-5 Wichita Airport Authority/Operations Division
<a href="#">ARROW ROOFING &amp; SHEET METAL INC</a>	Complete	\$163,571.65	
<a href="#">ROOF MECHANICS INC</a>	Complete	\$185,815.71	
<a href="#">H &amp; H CONTRACTING</a>	Complete	\$192,268.26	

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This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor Group Line**  
 Solicitation: **FB240138**   **Roof Replacements @ Mid-Contient Airport**   **Close Date/Time: 9/14/2012 10:00 AM CST**

Solicitation Type: **Formal Bid**

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Award Method: **Group**

Department: **Airport Operations**

Responses: **4**

Go to: **1**

**Group 1**

Vendors	Complete	Group Total Net Bid
<u>LARRY WALTY ROOFING &amp; GUTTERING INC</u>	Complete	\$139,676.00
<u>ARROW ROOFING &amp; SHEET METAL INC</u>	Complete	\$163,488.00
<u>ROOF MECHANICS INC</u>	Complete	\$185,784.00
<u>H &amp; H CONTRACTING</u>	Complete	\$192,227.01

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**Group 2**

Vendors	Complete	Group Total Net Bid
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**Group 2: Option 1**

Vendors	Complete	Group Total Net Bid
<u>H &amp; H CONTRACTING</u>	Complete	\$2.43
<u>LARRY WALTY ROOFING &amp; GUTTERING INC</u>	Complete	\$2.50
<u>ROOF MECHANICS INC</u>	Complete	\$2.54
<u>ARROW ROOFING &amp; SHEET METAL INC</u>	Complete	\$3.15

**Group 2: Option 2**

Vendors	Complete	Group Total Net Bid
<u>H &amp; H CONTRACTING</u>	Complete	\$12.00
<u>LARRY WALTY ROOFING &amp; GUTTERING INC</u>	Complete	\$12.16
<u>ARROW ROOFING &amp; SHEET METAL INC</u>	Complete	\$12.50
<u>ROOF MECHANICS INC</u>	Complete	\$16.20

**Group 2: Option 3**

Vendors	Complete	Group Total Net Bid
<u>H &amp; H CONTRACTING</u>	Complete	\$1.83
<u>ROOF MECHANICS INC</u>	Complete	\$3.41
<u>LARRY WALTY ROOFING &amp; GUTTERING INC</u>	Complete	\$27.00
<u>ARROW ROOFING &amp; SHEET METAL INC</u>	Complete	\$40.00

**Group 2: Option 4**

Vendors	Complete	Group Total Net Bid
<u>ROOF MECHANICS INC</u>	Complete	\$5.85

<u>ARROW ROOFING &amp; SHEET METAL INC</u>	Complete	\$6.00
<u>LARRY WALTY ROOFING &amp; GUTTERING INC</u>	Complete	\$8.00
<u>H &amp; H CONTRACTING</u>	Complete	\$11.12
<b>Group 2: Option 5</b>		
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>
<u>ROOF MECHANICS INC</u>	Complete	\$3.71
<u>LARRY WALTY ROOFING &amp; GUTTERING INC</u>	Complete	\$10.00
<u>H &amp; H CONTRACTING</u>	Complete	\$13.87
<u>ARROW ROOFING &amp; SHEET METAL INC</u>	Complete	\$22.00

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB240138**   **Roof Replacements @ Mid-Contient Airport**   **Close Date/Time: 9/14/2012 10:00 AM CST**

**Solicitation Type: Formal Bid**

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**Award Method: Group**

**Responses: 4**

**Department: Airport Operations**

**Go to:** 001

**Line 001**   **BASE BID** Furnish all labor, material and equipment to replace approximately 6720 sq ft existing modified build-up as per Exhibit A - Aecom, 1935 Midfield Road

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LARRY WALTY ROOFING & GUTTERING INC	1	Lump Sum	\$55,174.0000	\$55,174.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Lump Sum	\$72,318.0000	\$72,318.00	Complete	
ROOF MECHANICS INC	1	Lump Sum	\$79,674.0000	\$79,674.00	Complete	
H & H CONTRACTING	1	Lump Sum	\$81,049.8900	\$81,049.89	Complete	

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**Line 002**   **BASE BID** Furnish all labor, material and equipment to replace approximately 5300 sq ft existing modified build-up as per Exhibit B - Professional Insurance, 2120 Airport Road

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LARRY WALTY ROOFING & GUTTERING INC	1	Lump Sum	\$44,127.0000	\$44,127.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Lump Sum	\$53,571.0000	\$53,571.00	Complete	
ROOF MECHANICS INC	1	Lump Sum	\$55,455.0000	\$55,455.00	Complete	
H & H CONTRACTING	1	Lump Sum	\$64,983.1800	\$64,983.18	Complete	

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**Line 003**   **BASE BID** Furnish all labor, material and equipment to replace approximately 2240 sq ft existing modified build-up as per Exhibit C - Gray Mechanical, 2190 Airport Road

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LARRY WALTY ROOFING & GUTTERING INC	1	Lump Sum	\$19,071.0000	\$19,071.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Lump Sum	\$20,776.0000	\$20,776.00	Complete	
H & H CONTRACTING	1	Lump Sum	\$26,263.1000	\$26,263.10	Complete	
ROOF MECHANICS INC	1	Lump Sum	\$31,977.0000	\$31,977.00	Complete	

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**Line 004**   **BASE BID** Furnish all labor, material and equipment to replace approximately 2020 sq ft existing modified build-up as per Exhibit D - Yingling, 2010 Airport Road

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ARROW ROOFING & SHEET METAL INC	1	Lump Sum	\$16,823.0000	\$16,823.00	Complete	
ROOF MECHANICS INC	1	Lump Sum	\$18,678.0000	\$18,678.00	Complete	

H & H CONTRACTING	1	Lump Sum	\$19,930.8400	\$19,930.84	Complete
LARRY WALTY ROOFING & GUTTERING INC	1	Lump Sum	\$21,304.0000	\$21,304.00	Complete

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**Line 005** OPTION #1 Furnish all labor, material and equipment to replace damaged ISO insulation material - Exhibit D. Cost per Square Foot

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
H & H CONTRACTING	1	Square Feet	\$2.4300	\$2.43	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Square Feet	\$2.5000	\$2.50	Complete	
ROOF MECHANICS INC	1	Square Feet	\$2.5400	\$2.54	Complete	
ARROW ROOFING & SHEET METAL INC	1	Square Feet	\$3.1500	\$3.15	Complete	

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**Line 006** OPTION #2 Furnish all labor, material and equipment to adhere 30" walkway pad around HVAC rooftop units to be specified. Exhibit A, B, and D. Cost per Linear Foot.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
H & H CONTRACTING	1	Linear Foot	\$12.0000	\$12.00	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Linear Foot	\$12.1600	\$12.16	Complete	Lump Sum \$7,300 Based on 600 LF @ \$12.16/LF
ARROW ROOFING & SHEET METAL INC	1	Linear Foot	\$12.5000	\$12.50	Complete	
ROOF MECHANICS INC	1	Linear Foot	\$16.2000	\$16.20	Complete	

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**Line 007** OPTION #3 Furnish labor, material, and equipment to replace Gypsum deck. Cost per Square Foot

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
H & H CONTRACTING	1	Square Feet	\$1.8300	\$1.83	Complete	
ROOF MECHANICS INC	1	Square Feet	\$3.4100	\$3.41	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Square Feet	\$27.0000	\$27.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Square Feet	\$40.0000	\$40.00	Complete	

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**Line 008** OPTION #4 Furnish labor, material, and equipment to replace damaged steel deck. Cost per Square Foot.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROOF MECHANICS INC	1	Square Feet	\$5.8500	\$5.85	Complete	
ARROW ROOFING & SHEET METAL INC	1	Square Feet	\$6.0000	\$6.00	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Square Feet	\$8.0000	\$8.00	Complete	
H & H CONTRACTING	1	Square Feet	\$11.1200	\$11.12	Complete	

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**Line 009** OPTION #5 Furnish labor, material, and equipment to replace damaged concrete deck. Cost per Square Foot.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ROOF MECHANICS INC	1	Square Feet	\$3.7100	\$3.71	Complete	
LARRY WALTY ROOFING & GUTTERING INC		Square				

GUTTERING INC	1	Feet	\$10.0000	\$10.00	Complete
H & H CONTRACTING	1	Square Feet	\$13.8700	\$13.87	Complete
ARROW ROOFING & SHEET METAL INC	1	Square Feet	\$22.0000	\$22.00	Complete

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